

*Notice of Meeting and Agenda and Minutes
April 03, 2017*

SPECIAL, 4/3/2017 1:30:00 PM

BE IT REMEMBERED that on April 03, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
April 03, 2017

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
April 03, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **03rd** day of **April 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

11:30 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or contemplated litigation.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

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PURCHASING:

1. Receive and file a Spectrum Customer Service Order and Service Agreement contract with Spectrum for Hi-Speed Internet/WiFi Service for Emergency Management for a charge of \$84.98 on a month to month agreement and one-time installation charge of \$99.00. This is in accordance with DIR Contract # TEX-AN-NG-CTSA-008.

SEE ATTACHMENTS ON PAGES 14 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Receive and file Change Order No. 3 for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd. with ALLCO, LLC. to modify the scope of work for this project. The 6" of lime treated subgrade as per project plans will be replaced with 6" cement-treated base at the intersection with Chance Road to shorten the amount of time the road is closed to traffic during construction. This change order will not change the total contract amount of \$1,760,865.05 or the number of contract working days for this project.

SEE ATTACHMENTS ON PAGES 18 - 18

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider, approve, and execute a purchase agreement for the purchase of one hundred (100) burial spaces in accordance with (IFB 13-020/JW) Term Contract for Indigent Burial Plots for Jefferson County. The purchase price is \$295.00 each for a total of \$29,500.00.

SEE ATTACHMENTS ON PAGES 19 - 21

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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4. Consider and approve award, and execute Acceptance of Offer for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District with ADAPCO, LLC, Crop Production Services, Inc., Original Food Co., LLC, Pro Pest and Lawn Store, Target Specialty Products, and Univar USA as shown on Attachment A, Attachment B, and Attachment C. The award for item 7 will be decided by a drawing of lots in a manner prescribed by the County Judge Jeff Branick.

UNIVAR USA WON THE DRAWING

SEE ATTACHMENTS ON PAGES 22 - 49

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve a sole source exemption pursuant to Local Government Code 262.024 (7) (A) to purchase CocoBear Adulticide from Clarke Mosquito Control Products, Inc. for the Jefferson County Mosquito Control District.

SEE ATTACHMENTS ON PAGES 50 - 70

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

6. Consider and approve Phase 1 Fire, Smoke and Control Damper Testing Repairs for the Smoke Evacuation System at the Downtown Jail with SCI/Gowan for a total time and material not to exceed \$47,540.00. This is in accordance with 13/012PB-06 Choice Partners HVAC Equipment and Service Contract. Funds are available through Capital Projects.

SEE ATTACHMENTS ON PAGES 71 - 95

Action: TABLED

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CONSTABLE PRECINCT 1:

7. Consider and possibly approve the hiring of Charlie Wiggins as a Part Time Deputy Constable with Constable's Precinct 1 Office in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 96 - 96

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

8. Consider and approve budget transfer - Sheriff - purchase X-ray machine including utilizing available funds of \$6,862 and the remaining \$13,328 will be paid from SCAAP fund (fund254).

120-3062-423-6018	POWER TOOLS & APPLIANCES	\$13,000.00	
120-3062-423-6013	COOLING & HEATING		\$13,000.00

SEE ATTACHMENTS ON PAGES 97 - 97

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Receive and file SMG Operations – Ford Park Audited Financial Statements for the period ending September 30, 2016.

SEE ATTACHMENTS ON PAGES 98 - 111

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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10. Receive and file the SMG Operations – Ford Park SAS 114 Letter from Pattillo, Brown & Hill LLP for the fiscal year ended September 30, 2016.

SEE ATTACHMENTS ON PAGES 112 - 115

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Receive and file Passenger Facility Charge Audit Guide for Public Agencies for the Year Ended September 30, 2016.

SEE ATTACHMENTS ON PAGES 116 - 127

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Receive and file Single Audit for Jefferson County, Texas for the Fiscal Year Ended September 30, 2016.

SEE ATTACHMENTS ON PAGES 128 - 143

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Regular County Bills - check #431876 through checks #432088.

SEE ATTACHMENTS ON PAGES 144 - 151

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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COUNTY COMMISSIONERS:

14. Consider and possibly approve a Proclamation for National Crime Victim's Week.

SEE ATTACHMENTS ON PAGES 152 - 152

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Spring 2017 grant requests.(SEE ATTACHED)

SEE ATTACHMENTS ON PAGES 153 - 153

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Receive and file executed Lease Agreement between Jefferson County, Texas and Neches Helicopter Training for office space.

SEE ATTACHMENTS ON PAGES 154 - 164

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

17. Consider, possibly approve, receive and file a Use/License Agreement between SMG and Gulf Coast (formerly APAC-Texas) for use of the Barn and Arena of the Ford Park Entertainment Complex on April 21, 2017.

SEE ATTACHMENTS ON PAGES 165 - 180

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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18. Consider, possibly approve, receive and file a Use/License Agreement between SMG and Philpott Ford (Crawfish Boil) for use of ½ Exhibit Hall at the Ford Park Entertainment Complex on May 20, 2017.

SEE ATTACHMENTS ON PAGES 181 - 195

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

19. Consider, possibly approve a Resolution and authorize the County Judge to execute an Order Approving a Tax Exempt Bond Financing to be Undertaken by Arlington Higher Education Finance Corporation for the Benefit of Tekoa Charter School, Inc. pursuant to Section 147(f) of the Internal Revenue Code 1986. (This will not create any obligation of Jefferson County, Texas.)

SEE ATTACHMENTS ON PAGES 196 - 199

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

20. Consider, possibly approve and authorize the County Judge to execute a Retail Development (Retail) Land Lease Agreement between Jefferson County, Texas and Glow Investment, Inc. for retail development of property adjacent to the Jack Brooks Regional Airport.

Action: TABLED

21. Consider, possibly approve and authorize the County Judge to execute a Retail Development (Restaurant) Land Lease Agreement between Jefferson County, Texas and _____ Judice dba Judice's Restaurant for development of property adjacent to the Jack Brooks Regional Airport.

Action: TABLED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
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22. Consider and approve ratifying amendment to the Interagency Project Cooperation Agreement “CEPRA Project No. 1530” with the Texas General Land Office for additional State funding to McFaddin National Wildlife Refuge Beach Ridge Restoration Project.

SEE ATTACHMENTS ON PAGES 200 - 209

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

DISTRICT CLERK:

23. Consider and possibly approve Local Rules Governing Electronic Filing in Criminal Cases for the Criminal District Court of Jefferson County, Texas

SEE ATTACHMENTS ON PAGES 210 - 212

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ENGINEERING:

24. Execute, receive and file Utility Permit 05-U-17 to Entergy for the placement of a fiber optic cable on Spurlock Road. This project is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 213 - 231

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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25. Consider and possibly approve a Replat of Stiles Addition Lot 1A, Lot 1B, Lot 2A, Lot 2B located off of Labelle Road in Precinct No. 4. This plat is within the Beaumont ETJ (extra-territorial jurisdiction) and has met all requirements for both the City and Engineering.

SEE ATTACHMENTS ON PAGES 232 - 233

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge

JEFFERSON COUNTY TOURISM COMMITTEE
HOT GRANT APPLICATIONS
Spring 2017

	<u>Request</u>	<u>Recommendation</u>
1. Lamar University Southland Conference Men and Women's Tennis Tournament	\$4,000.00	\$2000.000
2. Striesfeld Sports and Entertainment US Tennis Association National Championships June 23-25, 2017	\$500/\$500	\$500
3. Striesfeld Sports and Entertainment US Tennis Association Adult Tennis Sectionals September 7-10, 2017	\$500/\$500	\$500
4. Sports Society for American Health Pleasure Island Bridge Half Marathon and Strength and Fitness Challenge	\$7,250.00	\$3500.00
5. Southeast Texas Baseball Academy Baseball tournaments at Ford Park multiple dates	\$8,500.00	\$8,500.00
6. Magnolia Missionary Baptist Church of Beaumont Missionary and Education State Session	\$1,100.00	\$1,100.00
7. Magnolia Garden Club Construction to Facility	\$12,000.00	\$10,000.00
8. Streetz Dance Convention and Competition Marketing	\$5,000.00	\$3,500.00
9. Beaumont Council of Garden Clubs Marketing-Renewal of TourTexas.com	\$879.00	\$879.00

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	<u>Request</u>	<u>Recommendation</u>
10. Port Arthur and Beaumont CVBs Marketing	\$4,389.00	\$4,389.00
11. Art Museum of SE Texas Marketing for exhibition	\$15,330.00	\$3,640.00
12. Big Thicket Association Neches River Rally Weekend	\$10,000	\$1,575.00
13. Golden Triangle Sports Texas Slugfest March 4, 2017	\$500/\$500	\$500
14. Golden Triangle Sports Battle of Texas March 18, 2017	\$500/\$500	\$500
15. Golden Triangle Sports April Fools April 1, 2017	\$500/\$500	\$500
16. Golden Triangle Sports GT Games April 22, 2017	\$500/\$500	\$500
17. Golden Triangle Sports Lights Out May 13, 2017	\$500/\$500	\$500
18. Golden Triangle Sports Super State June 24, 2017	\$500/\$500	\$500
19. Bow Tie Events Fitness Expo Event	\$15,000.00	\$2,000.00
20. Mardi Gras of Southeast Texas, Inc. Marketing	\$13,300.00	\$13,300.00
21. Museum of the Gulf Coast Marketing	\$8,500.00	\$8,500.00

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		<u>Request</u>	<u>Recommendation</u>
22.	STARS Over Texas Softball USFA State Tournament June 9-11, 2017	\$500/\$500	\$500
23.	STARS Over Texas Softball USFA State Tournament June 2-4, 2017	\$500/\$500	\$500
24.	Stars Over TX Santa in Blue Bicycle Round-up	\$500/\$500	\$500
25.	Stars Over TX USFA Fall State Tournament November 3-5, 2017	\$500/\$500	\$500
26.	Stars Over TX War Between the States September 23-24, 2017	\$500/\$500	\$500
27.	Stars Over TX Fall Showcase September 8-10, 2017	\$500/\$500	\$500
28.	Stars Over TX Fall Showcase September 1-3, 2017	\$500/\$500	\$500
29.	Stars Over TX USFA Western Nationals	\$500/\$500	\$500
		<u>TOTAL</u> \$113,248	<u>TOTAL</u> \$70,883.00

Spectrum

Account Executive: Jason Twitty
 Phone: (972) 630-5124 ext:
 Cell Phone: (469) 507-0572
 Fax:
 Email: jason.twitty@charter.com

Spectrum Customer Service Order

Order # 8659011

Customer Information: Customer Code		
Business Name	Jefferson County (HQ)	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0291	State	
Billing Address		
Attention To:	Account Number	
1149 PEARL ST Data Cente BEAUMONT TX 77701	8260170160470174	
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Greg Fountain	(409) 835-8757	gfountain@co.jefferson.tx.us
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Greg Fountain	(409) 835-8757	gfountain@co.jefferson.tx.us
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Tim Pierce	(409) 835-8447	tpierce@co.jefferson.tx.us

Internet and TV Services Order Information For 1149 Pearl St 1st Floor Beaumont TX 77701

Service Type
High Speed Internet (HSD)

Spectrum

New and Revised Services and Monthly Charges At 1149 Pearl St Unit 1st Floor, Beaumont TX 77701

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Business WiFi (LAN)	1	\$4.99	\$4.99	Month to Month
Spectrum Business Internet Plus - 60Mbps	1	\$79.99	\$79.99	Month to Month
*Total			\$84.98	

*Prices do not include taxes and fees.

One Time fees At 1149 Pearl St Unit 1st Floor, Beaumont TX 77701

Description	Quantity	Sales Price	Total
One-Time Installation Charge	1	\$99.00	\$99.00
Total			\$99.00

*Prices do not include taxes and fees.

**Special Terms****Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Jeff Branick

Printed Name and Title

03/27/2017

Date Signed

ATTEST
DATE

Randy L. Munday
4/3/17





SERVICE AGREEMENT

This Spectrum Service Agreement, including all Service Orders entered into hereunder and the Commercial Terms of Service that are incorporated herein by this reference ("Service Agreement"), executed and effective upon the date of the signature set forth in the signature block below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum").

Spectrum Information					
Spectrum Street: 750 Canyon Dr City: Coppell State: TX Zip Code: 75019			Contact: Jason Twitty Phone: (972) 630-5124 Facsimile:		
Customer Information					
Customer Name (Exact Legal Name): Jefferson County (HQ)			Federal Tax ID: *****0291		
Billing Address: 1149 PEARL ST	Suite: Data Cente	City: BEAUMONT	State: TX	Zip Code: 77701	
Billing Contact Name: Greg Fountain			Phone: (409) 835-8757	Email: gfountain@co.jefferson.tx.us	
Authorized Contact Name: Greg Fountain			Phone: (409) 835-8757	Email: gfountain@co.jefferson.tx.us	

Service Agreement

THIS SPECTRUM SERVICE AGREEMENT IS SUBJECT TO THE COMMERCIAL TERMS OF SERVICE AVAILABLE AT WWW.CHARTER.COM, A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. SUCH TERMS AND CONDITIONS ARE INCOPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS SPECTRUM SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE SPECTRUM SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

03/27/2017

(Authorized Customer Signature)
Jeff Branick

(Date Signed)

County Judge

(Printed Name)

(Title)



PO# 000230 18

Change Order

No. 3Date of Issuance: 3-20-17Effective Date: 3-20-17

Project: Major Drive Extension From SH 124 to LaBelle Rd	Owner: Jefferson County	Owner's Contract No.: IFB 16-008/JW
Contract:		Date of Contract: 6-20-16
Contractor: ALLCO		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To modify the scope of work at Chance Road with no change in Contract Price and no change in Contract Time.

The 6" of lime treated subgrade as shown on the plans will be replaced with 6" of cement-treated base at the intersection with

Chance Road to shorten the amount of time the road is closed to traffic during construction.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,777,773.00Decrease from previously approved Change Order
No. 2:\$(33,807.50)

Contract Price prior to this Change Order:

\$1,760,865.05

Increase of this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$1,760,865.05**CHANGE IN CONTRACT TIMES:**Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Almael M. Van
Engineer (Authorized Signature)Date: 3/20/17

ACCEPTED:

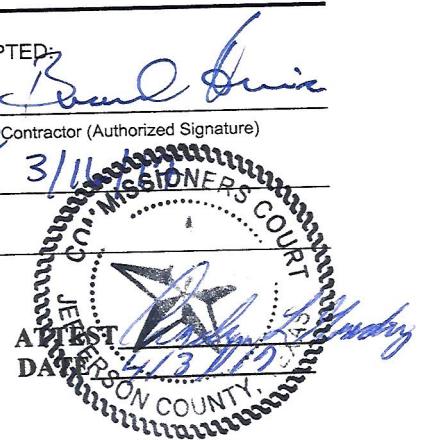
By: Jeff R. Brink, Jefferson County Judge
Owner (Authorized Signature)Date: MARCH 27, 2017

ACCEPTED:

By: Barb Guise
Contractor (Authorized Signature)Date: 3/11/17

Date:

Approved by Funding Agency (if applicable): _____





CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

March 23, 2017

Mrs. Yea-Mei Sauer
Jefferson County Purchasing Department
1149 Pearl St.
Beaumont, TX 77701

Dear Yea-Mei,

Enclosed you will find a contract from Claybar Haven of Rest Cemetery for 100 indigent burial spaces at \$295.00/space; your reference #IFB 13-020/JW.

We appreciate the opportunity to assist Jefferson County with its indigent burial needs. Should you need anything else, please call me.

Sincerely,

John D. Woods
Claybar Haven of Rest Cemetery

Enclosure (2)



CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

INDIGENT BURIAL PROGRAM

Space Descriptions

March 2017

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Spaces</u>	<u># of Spaces</u>
Serenity	45	C	1,2,3,4	4
Serenity	45	D	1,2,3,4	4
Serenity	46	A	3 & 4	2
Serenity	46	B	1,2,3,4	4
Serenity	46	C	1,2,3,4	4
Serenity	46	D	1,2,3,4	4
Serenity	48	A	1,2,3,4	4
Serenity	48	B	1,2,3,4	4
Serenity	48	C	1,2,3,4	4
Serenity	48	D	1,2,3,4	4
Serenity	49	A	1,2,3,4	4
Serenity	49	B	1,2,3,4	4
Serenity	49	C	1,2,3,4	4
Serenity	49	D	1,2,3,4	4
Serenity	51	A	1,2,3,4	4
Serenity	51	B	1,2,3,4	4
Serenity	51	C	1,2,3,4	4
Serenity	51	D	1,2,3,4	4
Serenity	52	A	1,2,3,4	4
Serenity	52	B	1,2,3,4	4
Serenity	52	C	1,2,3,4	4
Serenity	52	D	1,2,3,4	4
Serenity	54	A	1,2,3,4	4
Serenity	54	B	1,2,3,4	4
Serenity	55	A	1,2,3,4	4
Serenity	55	B	1 & 2	2
TOTAL				100

CONTRACT # _____
 Burial# _____
 Reference(s)# _____

Hillcrest Memorial Gardens, Inc.
 P.O. Box 2060
 4560 Hwy 87 South
 Orange, Texas, 77631-2060
 (409) 735-7145

Orange Forest Lawn
 P.O. Box 2060
 2312 Irving
 Orange, Texas 77631-2060
 (409) 735-7145

Claybar Haven of Rest
 Cemetery & Crematory
 P.O. Box 27
 Hwy 90 at Green Pond Road
 Beaumont, Texas 77704
 (409) 892-3456

PURCHASE AGREEMENT

Date March 27, 2017

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
 (#IFB 13-020/JW)

Address 1149 PEARL ST.

BEAUMONT, TX 77701

Email _____

Phone _____

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:

Hillcrest Memorial Gardens, Inc. Orange Forest Lawn Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION SERENITY *
 Garden _____
 Section _____ Lot _____ Block _____ Spaces _____
 Section _____ Lot _____ Block _____ Spaces _____
 No. of spaces 100 Square Feet _____
 Mausoleum Unit _____
 Crypt _____ Level _____

Special Note: If any item listed below is in reference to
 Memorialization, Granite, scrolls and/or Service
 Arrangements an appropriate "MEMORIAL ORDER
 AND/OR "REQUEST AND AUTHORIZATION" must be
 completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES

Price itemization:

QTY	ITEM DESCRIPTION	COST
100	A. Ground Space \$242.55/spc	\$ 24,255.00
100	B. Mausoleum	\$ _____
100	C. Niche	\$ _____
100	D. Discount	\$ _____
100	Net Property sale (A,B, or C-D)..... \$52.45/spc	\$ 5,245.00
100	Perpetual Care.....	\$ _____
100	Deed Fee.....	\$ _____
100	Liner Installation Fee.....	\$ _____
100	Opening & Closing.....	\$ _____
100	E. Memorial	\$ _____
100	Memorial Inst. Fee	\$ _____
100	F. Granite Base	\$ _____
100	G. Memorial Discount	\$ _____
100	MISC.....	\$ _____
100	Net Memorial Sales (E or F-G)	\$ _____
100	Sales Tax	\$ _____
TOTAL PRICE (target)		\$ _____
Allowance(s)		\$ _____
Other Applicable Discounts		\$ _____
ADJUSTED SALES PRICE		\$ <u>29,500.00</u>

CREDIT DISCLOSURES

ADJUSTED SALES PRICE	\$ <u>29,500.00</u>
Less Cash Down Payment	\$ _____
Amount Financed	\$ _____
Annual Percentage Rate	% _____
FINANCE CHARGE	\$ _____
TOTAL of PAYMENTS (Amount financed + finance charge).....	\$ _____
Deferred Payment Price (total sales price + finance charge).....	\$ _____
PAYMENT SCHEDULE	
Number of Installments	\$ _____
Payable (Mo, Quart, Ann)	\$ _____
_____ # equal installments of	\$ _____
And one final installment of	\$ _____
TOTAL AMOUNT OF ALL INSTALLMENTS	
(must equal total of payments as itemized above)	\$ <u>29,500.00</u>

First Installment Due _____

CFH/CKW/FF Contract # _____

NOTATIONS * SEE SEPARATE PAGE FOR PROPERTY DESCRIPTIONS

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF the Buyer has executed this

27th day of March 2017

Buyer _____

Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.

FSA

Accepted by _____

ATTACHMENT A

IFB 17-006/YS
Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulenticides for the Jefferson County Mosquito Control District

Item	Est. Qty. (gal)	Description	Brand	Vendor	Price per Gallon	Total Price
1	700	MSMA Herbicide - 2.5 gal	Target 6	Target Specialty Products	24.48	\$17,136.00
2	700	Tordon 101 Herbicide or equivalent - 2.5 gal container	Picloram-D	Pro Pest and Lawn Store	29.70	\$20,790.00
3	700	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Target Specialty Products	10.24	\$7,168.00
4	100	Rodeo Herbicide or equivalent - 2.5 gal container	Aqua Neat	Crop Production Services, Inc.	14.95	\$1,495.00
5	100	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Poly Control	Crop Production Services, Inc	8.00/qt (32.00/gal)	\$3,200.00
6	400	Aqua-King Surfactant or equivalent - 2.5 gal (or smaller) container	Spreader 9	Crop Production Services, Inc.	12.99	\$5,196.00
7	20,000	Malathion Insecticide - bulk shipment only		ADAPCO, LLC Univar USA	48.70	\$974,000.00
8	250	Scourge Insecticide - 5 gal containers	Scourge 18-54	ADAPCO, LLC	495.47	\$123,867.50
9	600	Envion 30/30 Insecticide - 2.5 gal containers	Kontrol 30/30	Univar USA	55.49	\$33,294.00
10	1,375	Duet Adulenticide - 275 gal steel containers	Clarke	Original Food Co., LLC	34.99	\$48,111.25

ADAPCO, LLC
550 Aero Lane
Sanford FL 32771
attn: Kathy Russell
bids@myadapco.com
ph: 407-328-6519
fx: 866-330-9888

Original Food Co., LLC
122 Azinger Drive
Laredo TX 78045
attn: Jose H. Reyes
jose.reyes@getoriginalfoods.com
ph: 956-949-0726
fx: 956-608-3441

Target Specialty Products
1225 North Post Oak Road
Houston TX 77055
attn: Mike Nichols
mike.nichols@target-specialty.com
ph: 713-249-2075
fx: 248-682-4374

Crop Production Services, Inc.
13622 East Hardy Road
Houston TX 77039
attn: AJ Thibodeaux
aubrey.thibodeaux@cpsagu.com
ph: 713-705-9800
fx: 281-987-8969

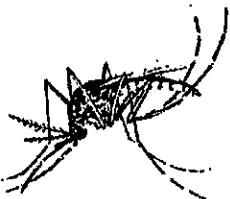
Pro Pest and Lawn Store
4726 East Texas Suite 150
Bossier City LA 71111
attn: Royal M. Tyler, Jr.
propestnandlawn@gmai.com
ph: 318-584-7217
alt. ph: 318-469-9963

Univar USA
PO Box 20301
Beaumont TX 77720
attn: John West
John.West@univar.com
ph: 713-826-0637

Jefferson County Mosquito Control District

Organized in 1950

Kevin J. Sexton, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
Fax: (409) 727-4176
ksexton@co.jefferson.tx.us



Advisory Commission:
Dr. M.O. Way, Chairman
Denise Wheeler, Secretary
George Mitchell
Matt Vincent
Reginald Boykins Sr.
Paul Jones

March 22, 2017

To: Jeff Branick, Judge
From: Kevin Sexton, Director
CC: Commissioners Court
Date: March 22, 2017

RE: IFB 17-006/YS, Term Contract for Item #7 - Malathion

Regarding Item #7 - Malathion lowest bid indicates Original Food Company, LLC. This bidder is ineligible because the product they use is rated for Agriculture Use Only. Adapco and Univar both submitted a bid for the same price on Malathion - rated for Mosquito Use Only.

Thank you,

A handwritten signature in black ink that reads "Kevin J. Sexton".

Kevin Sexton
Director

FYFANON[®] ULV AG

INSECTICIDE

ULTRA LOW VOLUME CONCENTRATE INSECTICIDE

ACTIVE INGREDIENT:

*Malathion..... 96.5%

INERT INGREDIENTS:..... 3.5%

TOTAL..... 100.0%

*O,O-dimethyl phosphorodithioate of diethyl mercaptosuccinate

Contains 9.9 lbs. malathion per gallon

KEEP OUT OF REACH OF CHILDREN
CAUTION

IN CASE OF MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL TOLL FREE, DAY OR NIGHT 1-866-303-6950

SEE ADDITIONAL PRECAUTIONARY STATEMENTS AND DIRECTIONS FOR USE IN BOOKLET.

EPA Reg. No. 67760-35

EPA Est. No. 39578-TX-1

1001451110142013806K

Cheminova, Inc.
One Park Drive, Suite 150
P.O. Box 110566
Research Triangle Park, NC 27709

 **CHEMINOVA**
HELPING YOU GROW

FMC

Product of Denmark
*FYFANON is a trademark of Cheminova

original Foods

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Harmful if swallowed. Harmful if absorbed through skin. Harmful if inhaled. Avoid contact with eyes, skin, or clothing. Avoid breathing spray mist. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

FIRST AID	
This product is an organophosphate and is a cholinesterase inhibitor.	
IF SWALLOWED:	<ul style="list-style-type: none"> Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
IF INHALED:	<ul style="list-style-type: none"> Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none"> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
IF IN EYES:	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
You may also contact 1-866-303-6950 for emergency medical treatment information.	

NOTE TO PHYSICIAN: This product is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal.

PERSONAL PROTECTIVE EQUIPMENT

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber, nitrile rubber, and viton. If you want more options, follow the instructions for category F on an EPA chemical-resistance category selection chart.

All applicators, flaggers, and other handlers must wear:

- long sleeved shirt and long pants
- shoes plus socks
- chemical resistant gloves

For ULV formulations other than those intended for use as a Wide Area Mosquito Adulticide, applications must be made with closed systems – mixer and loaders must wear:

- long sleeved shirt and long pants
- shoes plus socks
- chemical resistant gloves
- chemical resistant apron

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of the product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI). The REI for each crop is listed in the directions for use associated with each crop. PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical resistant gloves made out of any water proof material
- Shoes plus socks

USER SAFETY RECOMMENDATIONS

User should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENGINEERING CONTROLS STATEMENTS

Pilots must use an enclosed cockpit in a manner that is consistent with the WPS for Agricultural Pesticides (40 CFR 170.240(d)(6)). Pilots must wear the PPE required on this labeling for applicators.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to aquatic organisms, including fish and invertebrates.

This pesticide is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds while bees are actively visiting the treatment area.

This product may contaminate water through drift of spray in wind. This product has a high potential for runoff after application. Use care when applying in or to an area which is adjacent to any body of water, and do not apply when weather conditions favor drift from target area. Poorly draining soils and soils with shallow water tables are more prone to produce runoff that contains this product. A level, well maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential for contamination of water from rainfall/runoff. Runoff of this product will be reduced by avoiding applications when rainfall is forecasted to occur within 48 hours. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate.

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

PESTICIDE STORAGE: Fyfanon ULV AG should be stored in the original unopened container in a secure, dry place. Do not contaminate with other pesticides or fertilizers. Fyfanon ULV AG should never be heated above 55°C (131°F), and should not be stored for long periods of time at a temperature in excess of 25°C (77°F).

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local government or by industry).

CONTAINER DISPOSAL:

Nonrefillable containers greater than 5 gallons:

Nonrefillable container: Do not reuse or refill this container. Offer for recycling if available. Triple rinse (or equivalent) promptly after emptying.

Triple rinse as follows: Empty the remaining contents into application equipment or mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank and store rinsate for later use or disposal. Repeat this procedure two more times.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For any requirements specific to your State or tribe, consult the agency responsible for pesticide regulation.

PRECAUTIONS AND RESTRICTIONS

- All ULV aerial formulations other than those intended for use as a Wide Area Mosquito Adulticide must be packaged in closed mixing and loading systems.
- Do not use this product for any uses other than those specified on this label.
- Undiluted spray droplets of Fyfanon ULV AG will permanently damage automobile paint. Cars should not be sprayed. If accidental exposure does occur, the car should be washed immediately.

Buffer Zones for Ground-based Application: When making a ULV application with ground-based application equipment, a minimum buffer zone of 25 feet must be maintained along any water body.

Buffer Zones for Aerial Application: When making a ULV application with aerial application equipment, a minimum buffer zone of 50 feet must be maintained along any water body.

Spray Drift Requirements

Observe the following requirements when spraying in the vicinity of aquatic areas such as, but not limited to lakes; reservoirs; rivers; permanent streams; marshes or natural ponds; estuaries and commercial fish ponds.

Droplet Size

Use the largest droplet size consistent with acceptable efficacy. Formation of very small droplets may be minimized by appropriate nozzle selection, by orienting nozzles away from the air stream as much as possible, and by avoiding excessive spray boom pressure.

For Groundboom and Aerial Applications

Use only medium or coarse spray nozzles according to ASAE (S572) definition for standard nozzles, or a volume mean diameter (VMD) of 300 microns or greater for spinning atomizer nozzles. In conditions of low humidity and high temperatures, applicators should use a coarser droplet size.

Wind Direction and Speed

Make aerial or ground applications when the wind velocity favors on target product deposition (approximately 3 to 10 mph). Do not apply when wind velocity exceeds 15 mph. Avoid applications when wind gusts approach 15 mph. For all non-aerial applications, wind speed must be measured adjacent to the application site on the upwind side, immediately prior to application.

Temperature Inversion

Do not make aerial or ground applications into areas of temperature inversions. Inversions are characterized by stable air and increasing temperatures with increasing distance above the ground. Mist or fog may indicate the presence of an inversion in humid areas. Where permissible by local regulations, the applicator may detect the presence of an inversion by producing smoke and observing a smoke layer near the ground surface. In conditions of low humidity and high temperatures, applicators should use a coarser droplet size.

Additional Requirements for Ground Applications

Spray should be released at the lowest height consistent with pest control and flight safety. Applications more than 10 feet above the crop canopy should be avoided. For groundboom applications, apply with nozzle height no more than 4 feet above the ground or crop canopy. For airblast applications, turn off outward pointing nozzles at row ends and when spraying the outer two rows. To minimize spray loss over the top in orchard applications, spray must be directed into the canopy.

Additional Requirements for Aerial Applications

For aerial applications, the spray boom should be mounted on the aircraft as to minimize drift caused by wingtip or rotor vortices. The minimum practical boom length should be used and must not exceed 75% of wing span or 90% rotor diameter. Aerial applicators must consider flight speed and nozzle orientation in determining droplet size. When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Before beginning treatment, notify all registered apiarists in or near the treatment area of the date and approximate time of treatment.

Do not use this product for any uses other than those specified on this label.

Agricultural Uses

Fyfanon ULV AG is used undiluted in any specially designed aircraft or ground equipment that has been adapted and calibrated for ultra low volume spraying. Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control.

Mist blowers and boom sprayers utilizing a controlled air flow to facilitate particle size and spray deposition are to be used at a vehicle speeds of 4 to 10 mph.

Use mist blowers with a pump capable of producing 40 psi and blower speeds of 2600 rpm. Use flat fan nozzles, 8001 to 8002, placed 30° into air blast, or rotary atomizers placed into the air blast that produce an efficient spray particle with a mass median diameter of 100 microns (Dv 0.5 = 100 um) or greater. Other similar application equipment which has demonstrated the capability to deliver even distribution of the labeled rate over the desired area may be used. Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control.

Use boom sprayers with a filtered rotary air compressor, either PTO or gas engine driven or an air pump capable of producing at least 12 psi. Use air pressure on chemical tanks and an accurate metering valve to assure a calibrated flow of the pesticide. Air should be regulated with a relief valve and gauge for proper air and liquid mixture. Pneumatic-type spray nozzles, as suggested by equipment manufacturer, should be used for spray particles with mass median diameter 100 microns (Dv 0.5 = 100 um). Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control.

IMPORTANT: Undiluted spray droplets of Fyfanon ULV AG will permanently damage automobile paint. Cars should not be sprayed. If accidental exposure does occur, the car should be washed immediately. Consult your State Experiment Station or State Extension Service for proper timing of sprays.

CROP TABLE

Use higher rate when foliage is heavy or infestation is severe.

Crop	Pests Controlled	Fl. Oz./Acre	Max. Single App. Rate (lb ai/A)	Max. # of App. per year	Min. App. Interval (days)	Min. Pre-Harvest Interval (days)	Restricted Entry Interval (days)
Alfalfa	Alfalfa caterpillars*; Western yellow striped armyworm; Alfalfa weevil larvae**; Beet armyworms*; Grasshoppers	8	0.61	2 per cutting	14	0	12 hrs
	Alfalfa Blotch Leafminer (ABL); Alfalfa Seed Chalcid	6-8	0.61	2 per cutting	14	0	12 hrs
<ul style="list-style-type: none"> • Do not apply to alfalfa in bloom. • Do not apply to seed alfalfa. 							
*Apply when larvae are small.							
**Apply when day temperature is expected to be above 65°F and when 50-70% of leaves show damage.							
Barley	Cereal leaf beetles; Grasshoppers	4-8 8	0.61	2	7	7	12 hrs
	Grass Sawfly; Barley Midge or Hessian Fly	6-8	0.61	2	7	7	12 hrs
Beans (dry; snap; Lima)	Mexican bean beetles; aphids; thrips; spider mites; asparagus beetles; pea weevils; leafhoppers; green clover worms; Japanese beetles; lygus bugs	8	0.61	2	7	1	12 hrs
	Bean Seed Fly (seed corn maggot adults); Whitefly ¹	6-8	0.61	2	7	1	12 hrs
<ul style="list-style-type: none"> • Do not graze or feed foliage vines/forage, straw/hay. 							
¹ Some insects are known to develop resistance to products used repeatedly for control. Because the development of resistance cannot be predicted, the use of this product should conform to resistance management strategies established for the use area. Consult your local or State agricultural authorities for details.							
Blueberry (high bush and low bush)	Blueberry Fruit Fly or Blueberry maggot; Blueberry Gall Midge	10	0.77	3	10	1	12 hrs
Cherries (sweet)	Apple maggot (adult); Cherry fruit flies; Pear sawfly or Cherry slug; Spotted Winged Drosophila	12-16	1.22	4	7	1	12 hrs
				6	7	1	12 hrs
<ul style="list-style-type: none"> • Apply by aircraft only. • Use higher rate when foliage is heavy or infestation is severe. • Make first application as soon as flies appear. 							
Clover	Grasshoppers	8	0.61	2 per cutting	14	0	12 hrs
	Clover seed chalcid adults; Clover seed midge adults; Landino clover seed midge	6-8	0.61	2 per cutting	14	0	12 hrs
<ul style="list-style-type: none"> • Do not apply to clover in bloom. 							

(continued)

CROP TABLE (continued)

Crop	Pests Controlled	FL. OZ./Acre	Max. Single App. Rate (lb ai/A)	Max. # of App. per year	Min. App. Interval (days)	Min. Pre-Harvest Interval (days)	Restricted Entry Interval (days)
Corn (field)	Cereal leaf beetles; adult corn rootworms; grasshoppers	4-8 4-8	0.61	2	7	7	3 days for detasseling; 12 hrs for all other activities
Corn (sweet and pop)				2	5	5	3 days for detasseling; 12 hrs for all other activities
	Seed Corn Maggot adults; Corn Silk Fly	6-8	0.61	2	5	5	12 hrs
Cotton	Early season insects; thrips; fleahoppers; leafhoppers; grasshoppers; Lygus bugs*	4-8 8 8-16	1.22	3	7	7	2 days
	Boll Weevils ¹	8-16	1.22	3	7	7	2 days
	Whitefly ²	8-16	1.22	3	7	7	2 days

*Use highest rate for very heavy migrating population.

¹For use on cotton: Fyfanon ULV can be used alone as a Fyfanon ULV concentrate spray or diluted in once-refined cottonseed or vegetable oil sufficient to make at least one quart of finished spray per acre.

²Some insects are known to develop resistance to products used repeatedly for control. Because the development of resistance cannot be predicted, the use of this product should conform to resistance management strategies established for the use area. Consult your local or State agricultural authorities for details.

Grasses, Bermuda	Grasshoppers	12	0.92	1 per cutting	N/A	0	12 hrs
	Crane Fly adult; Frit Fly	6-8	0.61	1 per cutting	N/A	0	12 hrs
Oats	Cereal leaf beetles; Grasshoppers	4-8 8	0.61	2	7	7	12 hrs
	Frit Fly	6-8	0.61	2	7	7	12 hrs
Pasture and Rangeland	Grasshoppers	8-12	0.92	1 per cutting	7	0	12 hrs
	Biting gnats/midges; Black fly; Black blow fly; Blue blow fly; Bluestem midge; Crane Fly adult; Deer fly; Face fly; Green bottle fly; Heel fly; Horn fly; Horse fly; Screwworm, Secondary Screwworm; Stable fly	6-8	0.61	1 per cutting	N/A	0	12 hrs
Rice Rice (wild)	Rice stink bugs	8	0.61	2	7	14	12 hrs
	Rice seed midge; Rice Leafminer; South American Leafminer	6-8	0.61	2	7	14	12 hrs

NOTE FOR AQUATIC USES (rice): Broadcast use only over intermittently flooded areas. Application may not be made around bodies of water where fish or shellfish are grown and/or harvested.

Rye	Grasshoppers	8	0.61	1	N/A	7	12 hrs
	Hessian Fly	6-8	0.61	1	N/A	7	12 hrs
Sorghum	Grasshoppers	8	0.61	2	7	7	12 hrs
	Sorghum midge	6-8	0.61	2	7	7	12 hrs
• Do not graze or feed grain sorghum forage, fodder/stover, or hay.							
Wheat (Spring and Winter)	Cereal leaf beetles; Grasshoppers	4-8 8	0.61	2	7	7	12 hrs
	Grass Sawfly; Hessian Fly; Wheat Midge or Orange Wheat Blossom Midge	6-8	0.61	2	7	7	12 hrs

On Rangeland, Pasture, and Other Uncultivated Non-Agricultural Areas (wastelands and roadsides) to control: Biting gnats/midges; Black fly; Black blow fly; Blue blow fly; Bluestem midge; Crane Fly adult; Deer fly; Face fly; Green bottle fly; Heel fly; Horn fly; Horse fly; Screwworm, Secondary Screwworm; Stable Fly

Precaution: Remove domestic livestock before application.

Apply Fyfanon ULV AG at the rate of 2 to 4 fluid ounces per acre for control of adult flies. Application may be made via ground or aerial equipment and may be repeated as necessary.

Fyfanon ULV AG can be mixed with a synergized pyrethrin emulsifiable concentrate (6% pyrethrin + 60% PBO) in accordance with the most restrictive of label limitations and precautions indicated on both this and the tank-mixed product. Label rates must not be exceeded. This product may not be mixed with any product bearing a label which specifically prohibits such mixing. Prior to tank mixing large quantities, mix a small amount in a glass jar to verify that the products are physically compatible.

A tank mix of these may be prepared as follows:

Component	Low to moderate density insect populations, low to moderate vegetation	Higher density insect populations, higher density vegetation
Fyfanon ULV AG	107 fl. oz.	117 fl. oz.
Synergized pyrethrin (6% / 60%)	21 fl. oz.	11 fl. oz.

Depending upon your operational needs for knock-down, the amount of synergized pyrethrin can be reduced or adjusted. Application rates of Fyfanon ULV AG and droplet distribution requirements remain the same as for Fyfanon ULV AG used alone.

On Non Agricultural Use Sites to Control Beet Leafhopper

Not for use in residential areas

Non-Agricultural Use Sites	Pests Controlled	FL. OZ./Acre	Max. Single App. Rate (lb ai/A)
Non-agricultural rights-of-ways/fencerows --and-- Non-agricultural uncultivated areas/soil	Beet leafhopper	8-12	0.61-0.928

USDA Rate Specification on Cotton for BWE Program For Use Only Under the US Boll Weevil Eradication Program

Use Directions

Crop	Pest	FL. OZ./A	Maximum number of Applications per year	Minimum Application Interval (days)	Minimum Pre-Harvest Interval (days)	Restricted Entry Interval (hours)	Comments
Cotton	Boll Weevils	8-16	25	3	0	24	Early to midseason
		16					Late season

PRECAUTIONS AND RESTRICTIONS FOR APPLICATION TO COTTON TO CONTROL BOLL WEEVIL

Treatment supervisors and applicators must be aware of all sensitive areas near cotton fields, including: schools, hospitals, nursing homes, churches, occupied dwellings, parks, recreation areas, bodies of water, and potential habitat for threatened and endangered species.

For aerial applications, spray equipment must be adjusted so that the volume median diameter is 100 microns ($D_v 0.5 = 100\mu\text{m}$) or greater. The effects of flight speed, nozzle angle and type, and pump pressure on the droplet size spectrum must be considered.

For aerial applications, the spray boom should be mounted on the aircraft as to minimize drift caused by wingtip or rotor vortices. The minimum practical boom length should be used and outermost nozzles must not be placed beyond 75% of the wingspan or rotor diameter.

Spray should be released at the lowest height consistent with pest control and flight safety. Applications more than 10 feet above the crop canopy should be avoided.

Global positioning systems (GPS) should be used to guide pilots and to monitor each application.

Ground equipment should utilize a controlled air flow to facilitate particle size and spray deposition, and should be used at a vehicle speed of 4 to 10 mph. Spray equipment must be adjusted so that the volume median diameter is 100 microns ($D_v 0.5 = 100\mu\text{m}$) or greater.

Ground equipment should be used to treat field edges when possible, covering areas that cannot be treated effectively with aircraft because of obstructions which may affect applicator safety, or where there is boll weevil over-wintering habitat adjacent to the treatment area, or if there are adjacent sensitive areas.

Do not apply when wind velocity exceeds 10 mph. Treatments should be applied when winds are calm, or moving away from adjacent sensitive areas.

When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for his displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind.

Do not make aerial or ground applications into temperature inversions. Inversions are characterized by stable air and increasing temperatures with height above the ground. Mist or fog may indicate the presence of an inversion in humid areas. The applicator may detect the presence of an inversion by producing smoke and observing a smoke layer near the ground surface.

Applications will not be made when people are in or near infested cotton fields or, to the degree possible, when people are present in or near adjacent sensitive areas.

Application will not be made when rainfall is imminent.

Cheminova does not recommend that application be made to wet foliage.

Before beginning treatment, program personnel shall notify all registered apiarists in or near the treatment area of the date and approximate time of treatment.

WARRANTY DISCLAIMER

Cheminova warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CHEMINOVA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

INHERENT RISKS OF USE

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Cheminova or the Seller. All such risks shall be assumed by Buyer and User. Buyer and User agree to hold Cheminova and the Seller harmless for any claims related to such factors.

LIMITATION OF REMEDIES

To the extent consistent with applicable law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to one of the following, at Cheminova's election:

- (1) Refund of purchase price paid by buyer or user for product bought,
- (2) Replacement of amount of product used.

To the extent consistent with applicable law, Cheminova shall not be liable for consequential, incidental, or special damages or losses in any matter.

The terms of the Warranty Disclaimer above and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Cheminova or the Seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

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FYFANON® ULV MOSQUITO INSECTICIDE

ULTRA LOW VOLUME CONCENTRATE INSECTICIDE

FOR USE ONLY BY FEDERAL, STATE, TRIBAL, OR LOCAL GOVERNMENT OFFICIALS RESPONSIBLE FOR PUBLIC HEALTH OR VECTOR CONTROL, OR BY PERSONS CERTIFIED IN THE APPROPRIATE CATEGORY OR OTHERWISE AUTHORIZED BY THE STATE OR TRIBAL LEAD PESTICIDE REGULATORY AGENCY TO PERFORM ADULT MOSQUITO CONTROL APPLICATIONS, OR BY PERSONS UNDER THEIR DIRECT SUPERVISION.

ACTIVE INGREDIENT:

*Malathion 96.5%

INERT INGREDIENTS: 3.5%

TOTAL 100.0%

*O,O-dimethyl phosphorodithioate of diethyl mercaptosuccinate

Contains 9.9 lbs. malathion per gallon

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

IN CASE OF MEDICAL EMERGENCY INVOLVING THIS PRODUCT, CALL TOLL FREE, DAY OR NIGHT 1-866-303-6950

SEE ADDITIONAL PRECAUTIONARY STATEMENTS AND DIRECTIONS FOR USE IN BOOKLET.

Net Contents: 5 Gallons

EPA Reg. No. 67760-34

EPA Est. No. 39578-TX-1

Cheminova, Inc.
P.O. Box 110566
Research Triangle Park, NC 27709
Product of Denmark
800-548-6113

10038481 03/19/2015

Adapco

©FYFANON is a trademark of Cheminova A/S

 **CHEMINOVA**
HELPING YOU GROW

PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage and disposal.

PESTICIDE STORAGE: Fyfanon ULV Mosquito should be stored in the original unopened container in a secure, dry place. Do not contaminate with other pesticides or fertilizers. Fyfanon ULV Mosquito should never be heated above 55° C (131° F), and should not be stored for long periods of time at a temperature in excess of 25°C (77°F).

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (often such programs are run by state or local governments or by industry).

CONTAINER DISPOSAL:

Nonrefillable containers (equal to or less than 5 gallons): Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Nonrefillable containers (greater than 5 gallons): Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or mix tank. Fill the container $\frac{1}{4}$ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank and store rinsate for later use or disposal. Repeat this procedure two more times.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. For use by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

MOSQUITO CONTROL IN POPULATED AND RURAL AREAS PRECAUTIONS AND RESTRICTIONS

Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist.

RESTRICTIONS

- Do not apply more than 0.23 lb/ai/A/day.
- Only treat when mosquitoes are swarming or biting. Do not re-treat a site more than 3 times in any one week. However, more frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster effort.
- Apply when wind speed is greater than or equal to 1 mph.
- Do not apply by fixed wing aircraft at height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

PRECAUTIONS

- **IMPORTANT: IN AREAS WHERE AUTOMOBILES, TRAILERS, TRUCKS AND PLEASURE BOATS ARE PRESENT,** undiluted spray droplets of Fyfanon ULV Mosquito will permanently damage vehicle paint finishes unless the aircraft used for the ultra low volume application meets all of the specifications listed under AERIAL APPLICATION.

AERIAL APPLICATION

Adult Mosquitoes on Rangeland, Pasture, and Other Uncultivated Non-Agricultural Areas (Wastelands, Roadsides)

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($D_v 0.5 < 60 \mu m$) and that 90% of the spray is contained in droplets smaller than 100 microns ($D_v 0.9 < 100 \mu m$). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Adult mosquito control over cities, towns, and other areas where automobiles, trailers, trucks, and pleasure boats are present: Apply 2.6 to 3.0 fluid ounces of Fyfanon ULV Mosquito per acre. Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control. See Precautions and Restrictions for additional instructions.

GROUND-BASED APPLICATION

Spray equipment must be adjusted so that the volume median diameter is less than 30 microns ($D_v 0.3 < 30 \mu m$) and that 90% of the spray is contained in droplets smaller than 50 microns ($D_v 0.9 < 50 \mu m$). Directions from the equipment manufacturer or vendor, pesticide registrant or test facility using laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

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ACTIVE INGREDIENT:

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INERT INGREDIENTS: 3.5%

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Univer

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CHEMINOVA
HELPING YOU GROW

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

Harmful by swallowing, inhalation or skin contact. Avoid contact with skin. Avoid breathing spray mist.

FIRST AID	
This product is an organophosphate and is a cholinesterase inhibitor.	
IF SWALLOWED:	<ul style="list-style-type: none"> Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
IF INHALED:	<ul style="list-style-type: none"> Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
IF ON SKIN OR CLOTHING:	<ul style="list-style-type: none"> Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
IF IN EYES:	<ul style="list-style-type: none"> Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-866-303-6950 for emergency medical treatment information.	

NOTE TO PHYSICIAN:

This product is a cholinesterase inhibitor. Treat symptomatically. Atropine is antidotal.

PERSONAL PROTECTIVE EQUIPMENT

Some materials that are chemical-resistant to this product are barrier laminate, butyl rubber, nitrile rubber, and viton. If you want more options, follow the instructions for category F on an EPA chemical-resistance category selection chart.

For all formulations and use patterns -- mixers, loaders, applicators, flaggers, and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves
- Shoes plus socks

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

ENGINEERING CONTROLS STATEMENTS

PILOTS must use an enclosed cockpit in a manner that is consistent with the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)]. PILOTS must wear the PPE required on this labeling for applicators.

USER SAFETY RECOMMENDATIONS

User should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to aquatic organisms, including fish and invertebrates. Use care when applying in or to an area which is adjacent to any body of water, and do not apply when weather conditions favor drift from target area. Poorly draining soils and soils with shallow water tables are more prone to produce runoff that contains this product. When applying as a wide area mosquito adulticide, before making the first application in a season, it is advisable to consult with the state or tribal agency charged with primary responsibility for pesticide regulation to determine if other regulatory requirements exist. This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply or allow to drift onto blooming crops or weeds while bees are actively visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local public health or vector control agency on the basis of documented evidence of disease-causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort. When applying as a wide area mosquito adulticide, do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body.

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your State Water Board or Regional Office of the EPA.

PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage and disposal.

PESTICIDE STORAGE: Fyfanon ULV Mosquito should be stored in the original unopened container in a secure, dry place. Do not contaminate with other pesticides or fertilizers. Fyfanon ULV Mosquito should never be heated above 55° C (131° F), and should not be stored for long periods of time at a temperature in excess of 25° C (77° F).

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- Only treat when mosquitoes are swarming or biting. Do not re-treat a site more than 3 times in any one week. However, more frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne diseases in animal or human populations, or if specifically approved by the state or tribe during a natural disaster effort.
- Apply when wind speed is greater than or equal to 1 mph.
- Do not apply by fixed wing aircraft at height less than 100 feet, or by helicopter at a height less than 75 feet unless specifically approved by the state or tribe based on public health needs.

PRECAUTIONS

- **IMPORTANT:** IN AREAS WHERE AUTOMOBILES, TRAILERS, TRUCKS AND PLEASURE BOATS ARE PRESENT, undiluted spray droplets of Fyfanon ULV Mosquito will permanently damage vehicle paint finishes unless the aircraft used for the ultra low volume application meets all of the specifications listed under AERIAL APPLICATION.

AERIAL APPLICATION

Adult Mosquitoes on Rangeland, Pasture, and Other Uncultivated Non-Agricultural Areas (Wastelands, Roadsides)

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ($D_v 0.5 < 60 \mu m$) and that 90% of the spray is contained in droplets smaller than 100 microns ($D_v 0.9 < 100 \mu m$). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated. Adult mosquito control over cities, towns, and other areas where automobiles, trailers, trucks, and pleasure boats are present: Apply 2.6 to 3.0 fluid ounces of Fyfanon ULV Mosquito per acre. Apply only when weather conditions are favorable. Wind and rising air currents may cause undesirable spray drift and reduce insect control. See Precautions and Restrictions for additional instructions.

GROUND-BASED APPLICATION

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Thermal Aerosols or Fogs

For control of adult mosquitoes with thermal aerosols or fogs. Apply Fyfanon ULV Mosquito at the rate of 3.9 - 5.2 gallons Fyfanon ULV Mosquito in 100 gallons of finished solution by ground equipment delivering 40 gallons per hour at a vehicle speed of 5 miles per hour to treat a swath width of 300 feet (equivalent to 180 acres per hour). At 3.9 gallons Fyfanon per 100 gallons of finished solution this is equivalent to 0.08 lbs active/acre. At 5.2 gallons per 100 gallons of finished solution, this is equivalent to 0.11 lbs active/acre.

*There is a great variation in the chemical composition of fuel oils which may be used as thermal fog solvents. These differences may cause sludge and/or affect the solubility of the Fyfanon ULV Mosquito.

Nonthermal Aerosols

Adult Mosquito Control - Control of adult mosquitoes over a 300-foot swath can be obtained with nonthermal aerosols of Fyfanon ULV Mosquito using the following rates at the indicated vehicle speeds:

Rates for Fyfanon ULV Mosquito					
Undiluted Apply as follows:					
Lbs.A.I./Acre/Day	Application Rates Fluid Ounces per Minute at Vehicle Speeds				Fluid Ounces of Fyfanon ULVMosquito per acre
	5 mph	10 mph	15 mph	20 mph	
0.03 - 0.06*	1.0 - 2.1	2.0 - 4.3	3.0 - 6.3	4.0 - 8.6	0.38 - 0.75

*Use higher rate of application when vegetation is dense and/or mosquito populations are heavy.

OPERATING EQUIPMENT

Each nonthermal aerosol generator used for dispersal of Fyfanon ULV Mosquito to control adult mosquitoes must have minimum capability of producing the droplet spectrum described under GROUND-BASED APPLICATION. The initial determination of droplet size is made after the unit is installed in a vehicle and prior to its use in mosquito control operations. Recheck the unit frequently to insure that proper droplet size is maintained for each operation. Determination of droplet size every two months is usually sufficient if the unit has been maintained in good operating condition. Equipment manufacturer's instructions setting forth cleaning and maintenance of the unit must be followed. The unit must be inspected before each operation to correct any leaks or obstructions in the spray system; to detect whether the nozzle, hoses, or other parts are worn and need replacement; to insure that the flow meter is properly calibrated and to determine that the pressure recommended by the manufacturer is being maintained.

Flow Rate	- Must be regulated by accurate flow meter
	- Not greater than 1 gallon per hour at 5 mph; 2 gallons per hour at 10 mph; 3 gallons per hour at 15 mph, or 4 gallons per hour at 20 mph
Nozzle Direction	- Rear of the vehicle
	- Upward at an angle of 45° or more
Vehicle Speed	- Not greater than 20 mph
	- Shut off spray equipment when vehicle is stopped

IMPORTANT: Spray droplets of undiluted Fyfanon ULV Mosquito will permanently damage automobile paint unless all the conditions described and recommended in this label are met. If accidental exposure does occur, the vehicle should be washed at once.

WARRANTY DISCLAIMER

Cheminova warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CHEMINOVA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

INHERENT RISKS OF USE

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Cheminova or the Seller. All such risks shall be assumed by Buyer and User. Buyer and User agree to hold Cheminova and the Seller harmless for any claims related to such factors.

LIMITATION OF REMEDIES

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- (1) Refund of purchase price paid by buyer or user for product bought, or
- (2) Replacement of amount of product used.

To the extent consistent with applicable law, Cheminova shall not be liable for consequential, incidental, or special damages or losses in any matter.

The terms of the Warranty Disclaimer above and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Cheminova or the Seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

RIGHT TO OBJECT NOTICE

March 23, 2017

Original Food Co., LLC
 122 Azinger Drive
 Laredo TX 78045
 Attention: Mr. Jose H. Reyes

Re: (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and
 Adulcicides for Jefferson County Mosquito Control

Dear Mr. Reyes:

On Monday, **April 3, 2017**, at 1:30 PM, Commissioners' Court will meet and award the above-referenced bid item #7 (Malathion Insecticide – bulk shipment only) to either ADAPCO, LLC or Univar USA, though your company's bid was lower. This is due to the fact that your company's product did not meet the bid specifications. According to Texas Local Government Code, Section 262.027(c), you have the right to appear before Commissioners' Court at that time and present evidence supporting your bid. A copy of the bid tabulation is enclosed for your reference.

Should you have any questions, you may contact the Purchasing Department at 409-835-8593.

Sincerely,

A handwritten signature of Deborah L. Clark, written in black ink over a faint background of the Jefferson County Seal.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: ys

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): None.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ADAPCO, LLC

For clarification of this offer, contact:

550 Aero Ln.

Kathy Russell

Sanford, FL 32771

(407) 328-6519 (866) 330-9888

Signature of Person Authorized to Sign

bids@myadapco.com

Jason Trumbetta

Duly Authorized

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Aduliticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Aduliticides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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We acknowledge receipt of the following amendment(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Crop Production Services, Inc.
Company Name

13622 E. Hardy Road
Address

Houston TX 77039
City State Zip

Signature of Person Authorized to Sign

Tim Smith
Printed Name

Region Manager
Title

For clarification of this offer, contact:

AJ Thibodeaux
Name

713-705-9800 281-987-8969
Phone Fax

aubrey.thibodeaux@cpsagu.com
E-mail

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We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ORIGINAL FOOD CO./, LLC

Company Name

122 Azinger Dr.

Address

Laredo.....Tx.....78045

City

State Zip

Signature of Person Authorized to Sign

Jose H. Reyes

Printed Name

President

Title

For clarification of this offer, contact:

Jose H. Reyes

Name

(956) 949-0726 Fax (956) 608-3441

Phone

Fax

jose.reyes@getoriginalfoods.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Aduliticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Aduliticides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Royal Hills, LLC DBA

Pro Pest and Lawn Store

Company Name

For clarification of this offer, contact:

4726 East Texas Suite 150 Same

Address

Name

Bossier City LA 71111

City

State

Zip

Phone

Fax

Royal M. Tyler

Signature of Person Authorized to Sign

E-mail

Royal M. Tyler, JR.

Printed Name

President/Owner

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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OFFER TO CONTRACT

To Jefferson County:

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The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): N/A, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Target Specialty Products

For clarification of this offer, contact:

Company Name

1225 N. Post Oak Rd.

Mike Nichols

Address

Name

Houston TX

(713) 249-2075

(713) 682-4374

City State

Phone

Fax

77055 Zip

mike.nichols@target-specialty.com

Signature of Person Authorized to Sign

E-mail

Mike Nichols

Printed Name

Vector Business Manager

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Univar USA

Company Name

Po Box 20301

Address

Beaumont TX 77720

City

State

Zip

John West

Signature of Person Authorized to Sign

John West

Printed Name

OSR

Title

For clarification of this offer, contact:

John West

Name

713 826 0637

Phone

Fax

John.West@Univar.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulicides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.



March 15, 2017

Jefferson County
1149 Pearl Street 7th Floor
Beaumont, TX 77701

Attn: Yea-Mei Sauer

Clarke is the exclusive supplier of Coco Bear. Clarke is the sole supplier and manufacturer of this product.

Please let us know if you have any questions.

Thank you,

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174



US009220273B2

(12) **United States Patent**
Saunders et al.

(10) **Patent No.:** **US 9,220,273 B2**
(b5) **Date of Patent:** ***Dec. 29, 2015**

(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

(71) **Applicant:** **Clarke Mosquito Control Products, Inc.,** St. Charles, IL (US)

(72) **Inventors:** **Marie Elizabeth Saunders,** Schaumburg, IL (US); **Jonathan David Ostrowski,** Chicago, IL (US); **Michael Dean Willis,** Elgin, IL (US); **Darryl Ramoutar,** St. Charles, IL (US); **Joanna Maria Tyszko,** Hanover Park, IL (US)

(73) **Assignee:** **Clarke Mosquito Control Products, Inc.,** St. Charles, IL (US)

(*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(21) **Appl. No.:** **14/656,929**

(22) **Filed:** **Mar. 13, 2015**

(65) **Prior Publication Data**

US 2015/0181886 A1 Jul. 2, 2015

Related U.S. Application Data

(63) Continuation of application No. 13/220,458, filed on Aug. 29, 2011, now Pat. No. 8,980,341.

(51) **Int. Cl.**

<i>A61K 36/889</i>	(2006.01)
<i>A01N 59/00</i>	(2006.01)
<i>A01N 61/02</i>	(2006.01)
<i>A01N 25/00</i>	(2006.01)
<i>A01N 31/14</i>	(2006.01)
<i>A01N 65/40</i>	(2009.01)
<i>C02F 1/68</i>	(2006.01)
<i>C02F 103/00</i>	(2006.01)

(52) **U.S. Cl.**

<i>CPC</i>	<i>A01N 59/00</i> (2013.01); <i>A01N 25/00</i> (2013.01); <i>A01N 31/14</i> (2013.01); <i>A01N 61/02</i>
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(2013.01); *A01N 65/40* (2013.01); *C02F 1/68* (2013.01); *C02F 2103/007* (2013.01)

(58) **Field of Classification Search**

<i>CPC</i>	<i>A61K 36/889</i> ; <i>A61K 9/2036</i>
<i>USPC</i>	424/405, 725, 727

See application file for complete search history.

(56)

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2002/0107149 A1 *	8/2002	Volgas et al.
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* cited by examiner

Primary Examiner — Christopher R Tate

Assistant Examiner — Deborah Davis

(74) **Attorney, Agent, or Firm** — Michael Best & Friedrich LLP

(57)

ABSTRACT

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

17 Claims, No Drawings

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INSECTICIDAL COMPOSITIONS AND
METHODS OF USING THE SAMECROSS-REFERENCE TO RELATED
APPLICATIONS

This application is a continuation of and claims priority to co-pending U.S. patent application Ser. No. 13/220,458 filed Aug. 29, 2011, the entire content of which is incorporated herein by reference.

FIELD

The disclosure relates to compositions and methods useful for insect control.

BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a β -branched alkanol or a 1-3 mole alkoxylate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film

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over water within that environment. The compositions comprise at least one C_6 to C_{11} alcohol alkoxylate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

10 Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds 15 having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which 20 in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

SUMMARY

25 In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

30 In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

35 In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

40 In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

45 Other aspects of the disclosure will become apparent by consideration of the detailed description.

DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some 50 aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit 55 adults from laying eggs.

Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has 60 unexpectedly been found that these components, when tested

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alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

"Mineral oil" as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include "paraffin oil" or "white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C_{15} - C_{40} . It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these mol-

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ecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

The compositions may comprise coconut oil in an amount 10 of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in 15 an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

For example, in some embodiments, compositions may 20 comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane (polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range 25 and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

The compositions may comprise silicone in an amount of 35 at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

For example, in some embodiments, compositions may 45 comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

Compositions may further comprise at least one surfactant. Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and 50 amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxylated primary and secondary alcohols, alkoxylated alkylphenols, alkoxylated fatty esters, sorbitan derivatives, glycerol esters, propoxylated and alkoxylated fatty acids, alcohols, alkyl phenols, and glycol esters. For 55 example, nonionic surfactants may include, but are not limited to, ethoxylated tridecyl alcohol, sorbitan monoleate, sorbitan monolaurate, and sorbitan monostearate.

Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxylated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxylated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha

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olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolinium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imadazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imadazoline derivatives may include, but are limited to, amphodiacetates, amphaacetates, amphocarboxylates, amphopropionate, amphodipropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sulfaine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the nonionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesti-cidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component.

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Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

Method of Making Compositions

The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

Methods

In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application

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sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any species of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "con-

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taining" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

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EXAMPLES

Reference Example 1

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Materials and Methods

Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25" \times 14.64" = 366.25 \text{ in}^2$$

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$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

$$2.543 \text{ ft}^2 \times 0.26067 \text{ mL/ft}^2 = 0.663 \text{ mL/tray} = 663 \mu\text{L/tray of liquid larvicide}$$

Example 2

Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

Comparative bioassay of six different lots of mineral oil on 3rd instar *Aedes aegypti* at 21° C.

MINERAL OIL	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Sample 1	100	100	100
Sample 2	10	33	47
Sample 3	31	82	84
Sample 4	6	35	50
Sample 5	59	93	96
Sample 6	37	81	87

* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21° C., but with variable efficacy.

Example 3

Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 2

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3rd instar *Aedes aegypti* at 21° C.

Composition	Witconol No.	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 7	NP 15	4.6	3	18	47
Sample 8	NP 20	6.9	0	5	21
Sample 9	NP 40	8.9	1	31	53
Sample 10	NP 60	10.9	1	11	27
Sample 11	NP 90	13.0	1	8	16
Sample 12	NP 100	13.1	3	13	31

TABLE 3

Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3rd instar *Aedes aegypti* at 21° C.

Composition	WITCONOL™ No. Blend	HLB (calcu- lated)	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 13	NP 15/20	5.7	0	12	29
Sample 14	NP 20/40	7.9	2	7	27
Sample 15	NP 15/90	8.8	5	27	42
Sample 16	NP 40/60	9.9	1	9	17
Sample 17	NP 40/90	10.9	0	15	42
Sample 18	NP 40/100	11.0	0	24	44
Sample 19	NP 60/90	11.9	3	11	21
Sample 20	NP 60/100	12.0	0	7	44
Sample 21	NP 90/100	13.1	0	7	20

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

Example 4

Compositions Containing Methylated Coconut Oil (MCO)

Methylated coconut oil (MCO) was tested as a diluent/cosolvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 4

Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Mineral oil	Wt %	Wt %			
			MCO	24 HAT	48 HAT	72 HAT
Sample 22	50.00	48.75	9	25	63	
Sample 23	25.00	73.75	19	73	93	
Sample 24	12.50	86.25	63	90	97	
Sample 25	10.00	88.75	83	97	100	
Sample 26	5.00	93.75	91	98	100	
Sample 27	2.50	96.25	84	95	97	
Sample 28	1.00	97.75	88	99	99	

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

Example 5

Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

Comparative bioassay of surfactant types in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Surfactant Types	HLB	% Mortality			
			24 HAT	48 HAT	72 HAT	
Sample 29	sorbitan trioleate	1.8	49	86	91	
Sample 30	sorbitan monooleate	4.3	81	100	100	
Sample 31	sorbitan monolaurate	8.6	83	99	99	
Sample 32	sorbitan trioleate	11.0	21	71	83	
Sample 33	ethoxylated vegetable oil	12.0	6	36	59	
Sample 34	ethoxylated tridecyl alcohol	12.8	75	97	98	
Sample 35	sorbitan monostearate	14.9	66	93	99	
Sample 36	sorbitan monooleate	15.0	75	95	99	
Sample 37	sorbitan monolaurate	16.7	40	91	100	

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	Wt %	SURFONIC ®	% Mortality		
			MCO	TDA-8	24 HAT
Sample 38	88.20	1.50	83	97	100
Sample 39	87.70	2.00	81	96	100
Sample 40	85.70	4.00	89	97	100
Sample 41	84.70	5.00	83	98	100

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

Example 7

Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60° F. to 80° F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6° C. (60° F.). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21° C. (70° F.), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27° C. (80° F.), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours. The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

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for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

Comparative bioassay of Sample 42 at 21° C.						
Composition	Larvae	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Sample 42	<i>Aedes aegypti</i>	76	84	90		
Sample 42	<i>Anopheles quadrimaculatus</i>	90	98	100		
Sample 42	<i>Culex quinquefasciatus</i>	100	100	100		

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

Example 9

Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.						
Composition	MCO	Type *	% Mortality			65
			24 HAT	48 HAT	72 HAT	
Sample 43	P&G CE-810	C8-C10	10	39	63	
Sample 44	P&G CE-1095	C8-C10	39	70	77	

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TABLE 8-continued

			% Mortality		
Composition	MCO	Type *	24 HAT	48 HAT	72 HAT
Sample 45	STEFAN® C-42	C12-C14	87	100	100
Sample 46	P&G CE-1270	C12-C14	81	97	100
Sample 47	P&G CE-1295	C12-C14	93	99	100
Sample 48	Aqnique ME 1270-U	C12-C14	89	98	100
Sample 49	STEFAN® C-65	C16-C18	41	85	97
Sample 50	P&G CE-1618	C16-C18	96	100	100

* The methyl esters are fractionated for different end use applications: C₈-C₁₀ would be considered a light cut; C₁₂-C₁₄ would be considered a mid cut; and C₁₆-C₁₈ would be considered a heavy cut.

Example 10

Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

Example 11

Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

Comparative bioassay of the components in Sample 42 on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Component	Rate	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Mineral oil	663 µL	0	0	1		
MCO (STEFAN® C-42)	663 µL	7	7	9		
ethoxylated tridecyl alcohol (SURFONIC® TDA-8)	663 µL	17	20	25		
polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)	663 µL	2	3	24		

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

Example 12

Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

Variable	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Mineral oil A	89	97	100
Mineral oil B	87	100	100
Mineral oil C	96	96	100
Mineral oil D	93	100	100

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

Example 13

Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3rd instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3rd instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3rd instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C, 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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RESULTS AND CONCLUSIONS

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

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TABLE 11

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 24 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	36.0 (0.913)a	90.00
1	Untreated Control	0.5 (0.5)b	1.25

20 iMeans followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

TABLE 12

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 48 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	40.0 (0.00)c	100.00
1	Untreated Control	1.75 (0.75)d	4.38

25 iMeans followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

35 The invention claimed is:

1. A composition effective for mosquito control, said composition comprising:
 - i) about 5% to about 15% mineral oil;
 - ii) about 70% to about 90% methylated coconut oil;
 - iii) about 1% to about 10% surfactant; and
 - iv) about 0.2% to about 4% silicone;

wherein said composition reduces a mosquito population treated therewith by at least about 95%.
2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.
3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.
4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.
5. The composition of claim 1, wherein the mineral oil is present in an amount of about 8% to about 12% by weight.
6. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 80% to about 90% by weight.
7. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 3% to about 6% by weight.
8. The composition of claim 1, wherein the silicone is present in an amount of about 0.2% to about 0.4% by weight.
9. The composition of claim 1, wherein the composition excludes nonylphenol surfactants.
10. A composition effective for mosquito control, said composition comprising about 8% to about 12% mineral oil, about 80% to about 90% methylated coconut oil, about 3% to about 6% nonionic surfactant, and about 0.2% to about 0.4% polydimethylsiloxane; wherein said composition reduces a mosquito population treated therewith by at least about 95%.

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11. A formulation comprising the composition of claim 1, wherein the formulation is in the form of a spray.

12. A method for mosquito control comprising applying a composition to a surface of a body of water; wherein said composition comprises:

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- i) about 5% to about 15% mineral oil;
- ii) about 70% to about 90% methylated coconut oil;
- iii) about 1% to about 10% surfactant; and
- iv) about 0.2% to about 4% silicone.

13. The method of claim 12, wherein the composition 10 forms a coating on the surface of the water.

14. The method of claim 12, wherein the composition is applied in an amount effective to kill at least about 95% of the mosquito population.

15. The method of claim 12, wherein the mosquito control 15 comprises killing mosquito larvae in or on the body of water.

16. The method of claim 12, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water.

17. The method of claim 12, wherein the mosquito is any 20 mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

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(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

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See application file for complete search history.

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(57) **ABSTRACT**

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

19 Claims, No Drawings

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INSECTICIDAL COMPOSITIONS AND
METHODS OF USING THE SAME

FIELD

The disclosure relates to compositions and methods useful for insect control.

BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a β -branched alkanol or a 1-3 mole alkoxylate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film over water within that environment. The compositions comprise at least one C_6 to C_{11} alcohol alkoxylate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

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Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

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SUMMARY

In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

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In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

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In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

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Other aspects of the disclosure will become apparent by consideration of the detailed description.

DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit adults from laying eggs.

Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has unexpectedly been found that these components, when tested alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

"Mineral oil" as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include "paraffin oil" or

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"white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C_{15} - C_{40} . It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these molecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

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The compositions may comprise coconut oil in an amount of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

10 For example, in some embodiments, compositions may comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane (15 polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

20 The compositions may comprise silicone in an amount of at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

25 For example, in some embodiments, compositions may comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

30 Compositions may further comprise at least one surfactant. 35 Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

40 Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxylated primary and secondary alcohols, alkoxylated alkylphenols, alkoxylated fatty esters, sorbitan derivatives, glycerol esters, propoxylated and alkoxylated fatty acids, alcohols, alkyl phenols, and glycol esters. For 45 example, nonionic surfactants may include, but are not limited to, ethoxylated tridecyl alcohol, sorbitan monooleate, sorbitan monolaurate, and sorbitan monostearate.

50 Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxylated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxylated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha 55 olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

55 Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are

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disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolinium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imidazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imidazoline derivatives may include, but are limited to, amphodiacetates, amphotacetates, amphocarboxylates, amphotpropionate, amphotpropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sultaine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the non-ionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesticidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component. Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive

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oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

Method of Making Compositions

The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

Methods

In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned

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swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any species of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "containing" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

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EXAMPLES

Reference Example 1

Materials and Methods

Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25" \times 14.64" = 366.25 \text{ in}^2$$

$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

$$2.543 \text{ ft}^2 \times 0.26067 \text{ mL/ft}^2 =$$

$$0.663 \text{ mL/tray} = 663 \mu\text{L/tray} \text{ of liquid larvicide}$$

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Example 2

Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

Comparative bioassay of six different lots of mineral oil on 3 rd instar <i>Aedes aegypti</i> at 21°C.			
MINERAL OIL	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Sample 1	100	100	100
Sample 2	10	33	47
Sample 3	31	82	84
Sample 4	6	35	50
Sample 5	59	93	96
Sample 6	37	81	87

* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21°C., but with variable efficacy.

Example 3

Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 2

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21°C.					
Composition	Witconol No.	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 7	NP 15	4.6	3	18	47
Sample 8	NP 20	6.9	0	5	21

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TABLE 2-continued

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21°C.					
Composition	Witconol No.	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 9	NP 40	8.9	1	31	53
Sample 10	NP 60	10.9	1	11	27
Sample 11	NP 90	13.0	1	8	16
Sample 12	NP 100	13.1	3	13	31

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TABLE 3

Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21°C.					
Composition	WITCONOL™ No. Blend (50/50)	HLB (calculated)	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 13	NP 15/20	5.7	0	12	29
Sample 14	NP 20/40	7.9	2	7	27
Sample 15	NP 15/90	8.8	5	27	42
Sample 16	NP 40/60	9.9	1	9	17
Sample 17	NP 40/90	10.9	0	15	42
Sample 18	NP 40/100	11.0	0	24	44
Sample 19	NP 60/90	11.9	3	11	21
Sample 20	NP 60/100	12.0	0	7	44
Sample 21	NP 90/100	13.1	0	7	20

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

Example 4

Compositions Containing Methylated Coconut Oil (MCO)

50 Methylated coconut oil (MCO) was tested as a diluent/cosolvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

55 A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 4

Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3rd instar *Aedes aegypti* at 21°C.

Composition	Mineral oil	Wt %	MCO	% Mortality		
				24 HAT	48 HAT	72 HAT
Sample 22	50.00	48.75	9	25	63	
Sample 23	25.00	73.75	19	73	93	
Sample 24	12.50	86.25	63	90	97	
Sample 25	10.00	88.75	83	97	100	
Sample 26	5.00	93.75	91	98	100	
Sample 27	2.50	96.25	84	95	97	
Sample 28	1.00	97.75	88	99	99	

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

Example 5

Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

Comparative bioassay of surfactant types in a composition on 3rd instar *Aedes aegypti* at 21°C.

Composition	Surfactant Types	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 29	sorbitan trioleate	1.8	49	86	91
Sample 30	sorbitan monocoleate	4.3	81	100	100
Sample 31	sorbitan monolaurate	8.6	83	99	99
Sample 32	sorbitan trioleate	11.0	21	71	83
Sample 33	ethoxylated vegetable oil	12.0	6	36	59
Sample 34	ethoxylated tridecyl alcohol	12.8	75	97	98
Sample 35	sorbitan monostearate	14.9	66	93	99
Sample 36	sorbitan monooleate	15.0	75	95	99
Sample 37	sorbitan monolaurate	16.7	40	91	100

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3rd instar *Aedes aegypti* at 21°C.

Composition	MCO	TDA-8	Wt %		
			24 HAT	48 HAT	72 HAT
Sample 38	88.20	1.50	83	97	100
Sample 39	87.70	2.00	81	96	100
Sample 40	85.70	4.00	89	97	100
Sample 41	84.70	5.00	83	98	100

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

Example 7

Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60°F to 80°F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6°C (60°F). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21°C (70°F), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27°C (80°F), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours.

The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

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for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

Comparative bioassay of Sample 42 at 21° C.						
Composition	Larvae	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Sample 42	<i>Aedes aegypti</i>	76	84	90		
Sample 42	<i>Anopheles quadrimaculatus</i>	90	98	100		
Sample 42	<i>Culex quinquefasciatus</i>	100	100	100		

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

Example 9

Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.						
Composition	MCO	Type *	% Mortality			5
			24 HAT	48 HAT	72 HAT	
Sample 43	P&G CE-810	C8-C10	10	39	63	
Sample 44	P&G CE-1095	C8-C10	39	70	77	

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TABLE 8-continued

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.						
Composition	MCO	Type *	% Mortality			5
			24 HAT	48 HAT	72 HAT	
Sample 45	STEPAN® C-42	C12-C14	87	100	100	
Sample 46	P&G CB-1270	C12-C14	81	97	100	
Sample 47	P&G CE-1295	C12-C14	93	99	100	
Sample 48	Aquique ME 1270-U	C12-C14	89	98	100	
Sample 49	STEPAN® C-65	C16-C18	41	85	97	
Sample 50	P&G CE-1618	C16-C18	96	100	100	

* The methyl esters are fractionated for different end use applications: C₈-C₁₀ would be considered a light cut; C₁₂-C₁₄ would be considered a mid cut; and C₁₆-C₁₈ would be considered a heavy cut.

Example 10

Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

Example 11

Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

Comparative bioassay of the components in Sample 42 on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Component	Rate	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Mineral oil	663 µL	0	0	1		
MCO (STEPAN® C-42)	663 µL	7	7	9		
ethoxylated tridecyl alcohol (SURFONIC® TDA-8)	663 µL	17	20	25		
polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)	663 µL	2	3	24		

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

Example 12

Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

Variable	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Mineral oil A	89	97	100
Mineral oil B	87	100	100
Mineral oil C	96	96	100
Mineral oil D	93	100	100

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

Example 13

Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3rd instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3rd instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3rd instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C., 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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Results and Conclusions.

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

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TABLE 11

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 24 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	36.0 (0.913)a	90.00
1	Untreated Control	0.5 (0.5)b	1.25

¹Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

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TABLE 12

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 48 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	40.0 (0.00)c	100.00
1	Untreated Control	1.75 (0.75)d	4.38

¹Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

The invention claimed is:

1. A composition effective for mosquito control, said composition consisting essentially of:
 - i) mineral oil;
 - ii) methylated coconut oil;
 - iii) at least one surfactant; and
 - iv) silicone.
2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.
3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.
4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.
5. The composition of claim 1, wherein the mineral oil is present in an amount of about 1% to about 20% by weight.
6. The composition of claim 5, wherein the mineral oil is present in an amount of about 5% to about 10% by weight.
7. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 75% to about 95% by weight.
8. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 1% to about 10% by weight.
9. The composition of claim 1, wherein the silicone is present in an amount of about 0.1% to about 5% by weight.
10. The composition of claim 1, wherein the composition excludes nonylphenol surfactant.
11. A composition effective for mosquito control, said composition consisting essentially of about 5% to about 10% mineral oil, about 75% to about 95% methylated coconut oil, about 1% to about 10% nonionic surfactant, and about 0.1% to about 0.5% polydimethylsiloxane.
12. The composition of claim 1, wherein the composition is in the form of a spray.

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13. A method for mosquito control comprising contacting a mosquito with an effective amount of the composition of claim 1.

14. The method of claim 13, wherein the composition is applied in an amount effective to kill at least about 95% of the 5 contacted mosquito population.

15. A method for mosquito control comprising administering the composition of claim 1 to a surface of a body of water.

16. The method of claim 15, wherein the composition forms a coating on the surface of the water. 10

17. The method of claim 15, wherein the mosquito control comprises killing mosquito larvae in the body of water.

18. The method of claim 15, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water. 15

19. The method of claim 13, wherein the mosquito is any mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

* * * *



An EMCOR Company

To: Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701

Date: March 16, 2017

Attention: Deborah L. Clark
BP:9802A

Reference: Jefferson County Courthouse – Phase I Fire, Smoke, and Control Damper Post Testing Repairs

Deborah,

This is a time and material projected cost to perform the post inspection repairs and follow up testing of the fire, smoke, and control dampers. Detailed below is the scope, considered hours to perform the work, and material needed based on the first attempt at testing the dampers.

Included in the time and material projected cost:

1. Labor, material and tools to perform the repairs and/or replacement of (25) smoke dampers. Repairs determined based on testing performed the week of 2/27/17 and the week of 3/6/17. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
2. Labor, material and tools to perform the installation of (6) smoke dampers indicated on the mechanical drawings that were never installed. These dampers are essential to the performance of the smoke control system performance. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
3. Labor, material and tools to perform the installation of (1) relief vent.
4. Labor to perform the re-inspection of (16) smoke dampers that require the services of solely the fire alarm contractor to repair. Will provide a person to work with the fire alarm contractor to assist in locating and identifying the issue(s). (Damper was manually opened/closed and there did not appear to be an issue with the damper itself. Issue appeared during a test of the system, damper didn't close, open, or reset during the testing.)
5. Labor to perform the re-inspection of (10) fire dampers. (8) Of which have wiring run through the dampers restricting the performance. (2) Dampers are inaccessible without the construction of a scaffold to access the damper, cost for scaffolding not included.
6. Labor, material and tools to perform repair to (1) main supply duct and (1) return duct that has been crushed. This is going to require accessing the duct from the inside to install stiffening angle once the duct has been repaired. This is going to require the abatement of asbestos duct seal, to be performed by others and is not included in the cost.
7. Office hours to complete a typewritten report detailing the testing performed, repairs performed and in the event there are failures (not expected since this phase of work is to repair failures, there is a slight possibility that a repaired damper may be found to have another issue, however this is unlikely).
8. Total of (240) field technician man hours, plus project management. (Hours will be billed off customer signed work tickets and a few off site work tickets when necessary.)
9. Per Diem per GSA.gov rate with 15% admin fee.



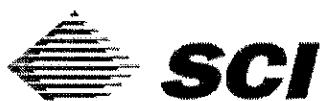
This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.



SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C

5550 Airline Drive • Houston, Texas 77076-4998 • (713) 696-5450 • Fax (713) 696-5493

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Time and material projected cost to perform the scope as detailed.....

1. 375 – man hours @ \$87.50/man hour (crew rate) during normal business hours.	\$32,813.00
2. Per Diem at GSA.gov rate of \$142.00/night w/15% admin fee.	\$7,675.00
3. Material – (1) Relief Vent, (2) Duct Access/Doors (5) Angle Iron Stiffeners), (2) 25x5 Smoke Damper, (1) 36x16 Smoke Damper, (1) 34x14 Smoke Damper, (1) 62x13 Smoke Damper, (1) 72x13 Smoke Damper, (2) 20x5 Smoke Damper, and (2) 28x14 Smoke Damper.	\$7,052.00
Total time and material projected cost	\$47,540.00

Cost is provided with the assumption that owner will provide a person knowledgeable with the building access and mechanical systems to assist our personnel throughout the facility.

Cost is provided based on the assumption our personnel will work Monday thru Friday, 7:00 AM-3:30 PM.

Excluded (Not considered in budget cost)

1. Additional material or labor to install access doors. (addressed previous phase of work)
2. Replacement of damper/hardware/blade(s)/spring(s)/actuator(s)/etc... (beyond scope detailed)
3. Scaffold and/or Lift for access
4. Time shut down outside our firms control
5. Overtime
6. Electrical / Fire Alarm / Control Contractor
7. Any additional cost due to the presence of asbestos



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711. 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.



SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C
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**SCI***An EMCOR Company*

We appreciate the opportunity to prepare this quote and look forward to working with you on this project. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

S. Edward Shelton

Systems Commissioning Inc. / Gowan Inc.
Life Safety Dept Project Manager
Office 713.696.4634 / Cell 713.545.1855
E-mail: eshelton@gowaninc.com
BP # 9983



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.



SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C

5550 Airline Drive • Houston, Texas 77076-4998 • (713) 696-5450 • Fax (713) 696-5493

An EMCOR Group, Inc. Company



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March 6, 2017

PROJECT:
Jefferson County Jail & Warden Office
4 Year Functional Inspection And Test
1149 Pearl Street
Beaumont, Texas 77007

Job #17800206

NEBB TAB FIRM:
SYSTEMS COMMISSIONING, INC.
An EMCOR Company
5550 AIRLINE DR.
HOUSTON, TEXAS 77076



An EMCOR Company

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REQUIRED FIRE MARSHAL'S SUMMARY REPORT

The intent of this report is to satisfy the applicable Fire, Combination Fire Smoke and Ceiling Damper testing as required by the following referenced standards, organizations and related publications:

- a. State Fire Marshal's Life Safety Standard NFPA 101 and 1.
- b. NFPA Standards 90A, 80 and 105.

This work was performed under Texas contractor's license number **TACLA017399C**.

The following are the results of this inspection or functional testing:

- 1A. Test Date(s): 2/27/17 THRU
- 1B. Next Test Date: 2/27/2018
2. Customer Name: JEFFERSON COUNTY
3. Project Name: JEFFERSON COUNTY JAIL
4. Project Address: 1149 PEARL STREET
5. Type of test or inspection: SMOKE SYSTEM DAMPER TEST
6. Total number of fire dampers, combination fire / smoke dampers and number of fire radiant dampers on this project requiring functional testing: 17
7. Total number of fire dampers passing test: 7
8. Total number of fire dampers failing test requiring repairs: 10
9. Total number of combination fire / smoke dampers passed: NA

Air Conditioning License TACLA 017399C
Dept. of Licensing & Regulations
P.O. Box 12157
Austin, Texas 78711
(800) 803-9202



An EMCOR Company

REQUIRED FIRE MARSHAL'S SUMMARY REPORT

(CONTINUED)

10. Total number of combination fire / smoke dampers failed requiring repairs: NA

11. Total number of smoke dampers passed: NA

12. Total number of smoke dampers failed requiring repairs: NA

13. Total number of fire radiant dampers passed: NA

14. Total number of fire radiant dampers failed requiring repairs: NA

15. Total number of dampers deleted due to renovations: NA

16. Total number of dampers not found: NA

17. Remarks: NA

The dampers that were inspected are listed in the attached report. Each damper that was inspected has an inspection tag affixed to the adjacent duct. The damper numbers on these inspection tags coincide with the number assigned to each damper in the attached report pages. Also listed on these inspection tags are the date of the inspection and the initials of the technician that performed the inspection.

This report only acknowledges that the Combination Fire Smoke dampers have been individually function tested. These function tests DO NOT include the City of Houston Fire Marshal's Life Safety Bureau Standard 02, the required testing of any Smoke Control Systems associated with these Combination Fire Smoke Dampers.

Air Conditioning License TACLA 017399C
Dept. of Licensing & Regulations
P.O. Box 12157
Austin, Texas 78711
(800) 803-9202



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

SMOKE DAMPER SYSTEM FUNCTION TEST

PROJECT: JEFFERSON COUNTY 1A

RECEIVED: 3/11/1999 11:45 AM
1 LOCATION: 1110 DEARBORN STREET

CON: 143 FEARL STREET
ICB #: 17000000

JOB #: 11800206

For the purpose of
Remarks:

“R” = Radiant Damper
“S” = Smoke Damper
“F/S” = Fire / Smoke Damper

Want Damper

Smart Damper

S = Smoke Damper

“F/S” = Fire / Smoke Damper

purpose of this report: "Fire Damag

For the period

Inspected by: KEVIN BRANDT



An ENCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
DRAFTED BY: [REDACTED]

Remarks:

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

Full Remarks:

$$3 = \text{Silké Dattipé} \quad \Lambda = \text{Radiall. Dattipé}$$

Inspected by: KEVIN BRANDT



An EANCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
ID# 1170000025

SMOKE DAMPER SYSTEM FUNCTION TEST

PROJECT: JEFFERSON COUNTY JAIL

LOCATION: 1149 PEARL STREET

JOB # 17800206

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10. מילויים מושגים

Remarks:

Inspected by: KEVIN BRANDT



An EMCOR Company

March 6, 2017

PROJECT:
Jefferson County Jail
4 Year Smoke Damper Test of The Smoke Evac. System
1149 Pearl Street
Beaumont, Texas 77007

Job #17800206

NEBB TAB FIRM:
SYSTEMS COMMISSIONING, INC.
An EMCOR Company
5550 AIRLINE DR.
HOUSTON, TEXAS 77076



An EMCOR Company

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An EMCOR Company

REQUIRED FIRE MARSHAL'S SUMMARY REPORT

The intent of this report is to satisfy the applicable Fire, Combination Fire Smoke and Ceiling Damper testing as required by the following referenced standards, organizations and related publications:

- a. State Fire Marshal's Life Safety Standard NFPA 101 and 1.
- b. NFPA Standards 90A, 80 and 105.

This work was performed under Texas contractor's license number **TACLA017399C**.

The following are the results of this inspection or functional testing:

- 1A. Test Date(s): 2/27/17 THRU 3/7/2017
- 1B. Next Test Date: 2/27/2018
2. Customer Name: JEFFERSON COUNTY
3. Project Name: JEFFERSON COUNTY JAIL
4. Project Address: 1149 PEARL STREET
5. Type of test or inspection: SMOKE SYSTEM DAMPER TEST
6. Total number of fire dampers, combination fire / smoke dampers and number of fire radiant dampers on this project requiring functional testing: 87
7. Total number of fire dampers passing test: NA
8. Total number of fire dampers failing test requiring repairs: NA
9. Total number of combination fire / smoke dampers passed: NA

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P.O. Box 12157
Austin, Texas 78711
(800) 803-9202



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REQUIRED FIRE MARSHAL'S SUMMARY REPORT (CONTINUED)

10. Total number of combination fire / smoke dampers failed requiring repairs: NA
11. Total number of smoke dampers passed: 62
12. Total number of smoke dampers failed requiring repairs: 25
13. Total number of fire radiant dampers passed: NA
14. Total number of fire radiant dampers failed requiring repairs: NA
15. Total number of dampers deleted due to renovations: NA
16. Total number of dampers not found: 6
17. Remarks: NA

The dampers that were inspected are listed in the attached report. Each damper that was inspected has an inspection tag affixed to the adjacent duct. The damper numbers on these inspection tags coincide with the number assigned to each damper in the attached report pages. Also listed on these inspection tags are the date of the inspection and the initials of the technician that performed the inspection.

This report only acknowledges that the Combination Fire Smoke dampers have been individually function tested. These function tests DO NOT include the City of Houston Fire Marshal's Life Safety Bureau Standard 02, the required testing of any Smoke Control Systems associated with these Combination Fire Smoke Dampers.

Air Conditioning License TACLA 017399C
Dept. of Licensing & Regulations
P.O. Box 12157
Austin, Texas 78711
(800) 803-9202



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
SA	1	S	2	BELIMO FSAF24-S	IN JAIL, CORRIDOR 2D	YES	3/1/2017	INSTALLED NEW ACCESS DOOR.
SA	2	S	2	BELIMO FSAF24-S	IN JAIL, CORRIDOR 2D	NO	3/1/2017	INSTALLED NEW ACCESS DOOR AND THE DAMPER WAS BINDING.
RA	3	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
RA	4	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
RA	5	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
RA	6	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN ALARM WAS ATTIVATED.
RA	7	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN ALARM WAS ATTIVATED.
RA	8	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
RA	9	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
RA	10	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	NO	3/1/2017	THE DAMPER IS CLOSED AND DID NOT RESPOND WHEN ALARM PULLED.
RA	11	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	
SA	12	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 2	YES	3/1/2017	INSTALLED NEW ACCESS DOOR.

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL STATION ATTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
SA	13	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	YES	3/1/2017	INSTALLED NEW ACCESS DOOR.
RA	14	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	YES	3/1/2017	
RA	15	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	YES	3/1/2017	
RA	16	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	NO	3/1/2017	THE ACUATOR NOT INSTALLED ON DAMPER CRANK SHAFT.
RA	17	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	NO	3/1/2017	THE ACUATOR NOT INSTALLED ON DAMPER CRANK SHAFT.
SA	18	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	YES	3/2/2017	INSTALLED NEW ACCESS DOOR.
SA	19	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE COMTROL ROOM 2	YES	3/2/2017	INSTALLED NEW ACCESS DOOR.
SA	20	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE CORRIDOR A	YES	3/2/2017	INSTALLED NEW ACCESS DOOR.
SA	21	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE CORRIDOR A	NO	3/2/2017	INSTALLED NEW ACCESS DOOR AND THE DAMPER IS BROKEN.
RA	22	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR IN WARDEN'S OFFICE	YES	3/2/2017	
RA	23	S	2	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR IN WARDEN'S OFFICE	NO	3/2/2017	THE DAMPER IS BROKEN.
RA	24	S	2	FSAF24-S	"F/S" = Fire Dampers "S" = Smoke Damper "R" = Smoke Damper	YES	3/2/2017	

For the purpose of this report: "F" = Fire Dampers "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL STATION WAS ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



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An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
IOP #: 1780000000

BAG DECT. IEEEBSN COUNTY WALL

PROJECT: JEFFERSON COUNTY JAIL

LOCATION: 1149 PEARL STREET

JOB # 17800206

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS WERE TESTED WHEN BIIII STATION WAS ACTIVATED BY ENGINEER

REMARKS. THE DAMPENS WERE TESTED WHEN FULL STATION WAS ATTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDI



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
RA	1	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	2	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	3	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	4	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	5	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
RA	6	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
RA	7	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
RA	8	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
SA	9	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	INSTALLED NEW ACCESS DOOR.
SA	10	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
RA	11	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.
RA	12	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	NO	3/1/2017	DAMPER DID NOT CLOSE WHEN PULL STATIONS WERE PULLED ON 2 &3.

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS TESTED WHEN PULL STATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
SA	13	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	INSTALLED NEW ACCESS DOOR.
RA	14	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	15	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR ABOVE CONTROL ROOM 3	YES	3/1/2017	
RA	16	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR STORAGE ROOM	YES	3/1/2017	
RA	17	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR STORAGE ROOM	YES	3/1/2017	
RA	18	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR STORAGE ROOM	YES	3/1/2017	
RA	19	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR STORAGE ROOM	YES	3/1/2017	
RA	20	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR STORAGE ROOM	YES	3/1/2017	
SA	21	S	3	BELIMO FSAF24-S	IN JAIL, INSIDE ACCESS DOOR CORRIDOR 3A	NO	3/1/2017	INSTALLED NEW ACCESS DOOR AND THE DAMPER IS BROKEN.
OA	22	S	3	BELIMO FSAF24-S	IN MECHANICAL ROOM ON THE COURTHOUSE SIDE	YES	3/6/2017	
OA	23	S	3	BELIMO FSAF24-S	IN MECHANICAL ROOM ON THE COURTHOUSE SIDE	YES	3/6/2017	
OA	24	S	3	BELIMO FSAF24-S	IN MECHANICAL ROOM ON THE COURTHOUSE SIDE	YES	3/6/2017	"R" = Radiant Damper

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper

Remarks: THE DAMPERS WERE TESTED WHEN PULL STATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

SMOKE DAMPER SYSTEM FUNCTION TEST

PROJECT: JEFFERSON COUNTY JAIL

LOCATION: 1149 PEARL STREET

CIV. 11421.EAN-3

For the purpose of this report: "F" = Fire Damper "FS" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radian Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL STATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
3	1	S	4	DNA	IN JAIL, MECHANICAL ROOM TOOL STORAGE	NO	2/28/2017	NO ACTUATOR INSTALLED AND INSTALLED NEW ACCESS DOOR.
3	2	S	4	DNA	IN JAIL, MECHANICAL ROOM ABOVE ENGINEER OFFICE	NO	2/28/2017	NO ACTUATOR INSTALLED AND INSTALLED NEW ACCESS DOOR.
FAN 1	3	S	4	BELIMO FSAF24-S	IN JAIL, MECHANICAL ROOM	YES	2/28/2017	INSTALLED NEW ACCESS DOOR.
FAN 2	4	S	4	BELIMO FSAF24-S	IN JAIL, MECHANICAL ROOM	YES	2/28/2017	INSTALLED NEW ACCESS DOOR.
3	5	S	4	BELIMO FSAF24-S	IN JAIL, MECHANICAL ROOM	YES	2/28/2017	INSTALLED NEW ACCESS DOOR.
3	6	S	4	BELIMO FSAF24-S	IN JAIL, MECHANICAL ROOM	YES	2/28/2017	INSTALLED NEW ACCESS DOOR AND ACTUATOR INSTALLED INCORRECTLY.
3	7	S	4	BELIMO FSAF24-S	IN JAIL, MECHANICAL ROOM DECK	YES	2/28/2017	INSTALLED NEW ACCESS DOOR AND ACTUATOR INSTALLED INCORRECTLY.
3	8	S	4	BELIMO FSAF24-S	IN CORRIDOR TO ENGINEER OFFICE	NO	2/28/2017	DAMPER STAYED IN OPEN POSITION DURING ALARM.
FAN 4	9	S	4	BELIMO FSAF24-S	IN JAIL INFIRMARY, PIPE CHASE	YES	2/28/2017	INSTALLED NEW ACCESS DOOR.
FAN 3	10	S	4	BELIMO FSAF24-S	IN JAIL INFIRMARY, PIPE CHASE	YES	2/28/2017	INSTALLED NEW ACCESS DOOR.
RV1	11	S	4	BELIMO FSAF24-S	INSIDE GRILLE IN CORRIDOR TO INFIRMARY	YES	2/28/2017	
RV2	12	S	4	BELIMO FSAF24-S	INSIDE GRILLE IN CORRIDOR TO INFIRMARY	YES	2/28/2017	"R" = Radiant Damper

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL SATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
1084 17800026

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL STATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT



SCI
An EMCOR Company

SMOKE DAMPER SYSTEM FUNCTION TEST
PROJECT: JEFFERSON COUNTY JAIL
LOCATION: 1149 PEARL STREET
JOB #: 17800206

AHU #	Damper #	Damper Type	Level	Actuator Make & Model Number	Damper Location	Passed	Test Date	Comments
PURGE FAN 6	1	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	NO	3/2/2017	THE PURGE FAN ONLY COMES ON IN HAND MODE.
PURGE FAN 7A	2	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
PURGE FAN 7B	3	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
PURGE FAN 5	4	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
EF-14	5	S	ROOF	BELIMO FSAF24-S	ON THE ELEVATOR PENTHOUSE ROOF	NO	3/2/2017	FAN AND DAMPER DID NOT RESPOND WHEN ALARM ACTIVATED.
EF-1	6	S	ROOF	BELIMO FSAF24-S	ON THE ROOF ABOVE STAIRWELL C147	NO	3/2/2017	FAN AND DAMPER DID NOT RESPOND WHEN ALARM ACTIVATED.
EF-2	7	S	ROOF	BELIMO FSAF24-S	ON THE ROOF ABOVE STAIRWELL C443	NO	3/2/2017	FAN AND DAMPER DID NOT RESPOND WHEN ALARM ACTIVATED.
PURGE FAN 3	8	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
PURGE FAN 4	9	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
PURGE FAN 1	10	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	
PURGE FAN 2	11	S	ROOF	BELIMO FSAF24-S	ON THE ROOF	YES	3/2/2017	

For the purpose of this report: "F" = Fire Damper "F/S" = Fire / Smoke Damper "S" = Smoke Damper "R" = Radiant Damper

Remarks: THE DAMPERS WERE TESTED WITH PULL STATION ACTIVATED BY ENGINEER.

Inspected by: KEVIN BRANDT

Jefferson County Constable Precinct 1

96



EARL WHITE

1085 Pearl Street, Suite 103
Beaumont, TX 77701-3544
Phone: (409) 835-8450
Fax: (409) 839-2350
EMAIL: ewhite@co.jefferson.tx.us

RECEIVED MAR 30 2017



March 30, 2017

Honorable Commissioner's Court

Dear Commissioners and County Judge:

Please consider and possibly approve the hiring of Charlie Wiggins as Part Time Deputy Constable with Precinct 1 Constable's Office in accordance with Local Government Code (LGC) 86.011. Bring him in at Level 5 – (72-96) Experience with the October Monthly Range of \$5,076.30.

LOCAL GOVERNMENT CODE CHAPTER 86. CONSTABLE

www.statutes.legis.state.tx.us/Docs/LG/htm/LG.86.htm

- [Cached](#)
- [Similar](#)

LOCAL GOVERNMENT CODE ... ORGANIZATION OF COUNTY GOVERNMENT ... be licensed under Sections 1701.309 and 1701.312, Occupations Code, and: ... 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable ...

A handwritten signature in black ink that reads "C. Q. White".

Earl White
Constable Precinct 1



JEFFERSON COUNTY SHERIFF'S OFFICE
SHERIFF ZENA STEPHENS

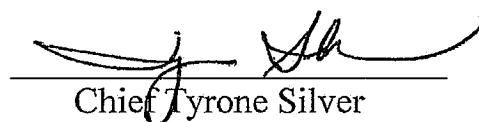
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief Tyrone Silver
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: March 27, 2017

Please transfer \$2,369.00 from budget account 120-3062-423-60-13 (Cooling & Heating) to budget account 120-3062-423-60-18 (Power Tools & Appliances). This is for the purchase of an x-ray machine that will cost \$22,558.82. We will use the transferred funds in addition to the \$6,862.70 that is already in 120-3062-423-60-18 (Power Tools & Appliances) along with \$13,327.12 from 254-0000-421-60-18 (SCAAP Power Tools & Appliances) to make this purchase for the safety and security of our facility.



Chief Tyrone Silver

SMG OPERATIONS – FORD PARK**AUDITED FINANCIAL STATEMENTS****SEPTEMBER 30, 2016**

SMG OPERATIONS – FORD PARK**TABLE OF CONTENTS****SEPTEMBER 30, 2016**

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Statement of Net Position	3
Statement of Revenues, Expenses and Changes in Net Position.....	4
Statement of Cash Flows	5
Notes to Financial Statements.....	6 – 7

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INDEPENDENT AUDITORS' REPORT

To the Management of
 SMG/Ford Park
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2016, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2016, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2016, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2017

SMG OPERATIONS - FORD PARK

STATEMENT OF NET POSITION

SEPTEMBER 30, 2016

ASSETS

Current assets:

Cash and investments	\$ 659,406
Accounts receivable (note 2)	229,504
Prepaid expenses	321
Inventory, at cost	<u>35,271</u>
	<u>924,502</u>

Total assets

LIABILITIES

Current liabilities:

Accounts payable	82,934
Accrued expenses	236,934
Unearned revenue (note 3)	125,535
Customer deposits	<u>42,995</u>
	<u>488,398</u>

NET POSITION

Unrestricted	<u>\$ 436,104</u>
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SMG OPERATIONS - FORD PARK**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016****OPERATING REVENUES**

Charges for services	\$ 3,172,036
Total operating revenues	<u>3,172,036</u>

OPERATING EXPENSES

Administrative	156,268
Contracted services	1,731
Insurance	405,450
Event expenses	1,425,313
Maintenance and repairs	398,854
Management fees	129,915
Materials and supplies	129,656
Operations expenses	58,183
Salaries and benefits	1,546,994
Utilities	<u>850,414</u>
Total operating expenses	<u>5,102,778</u>

OPERATING INCOME BEFORE TRANSFERS

(1,930,742)

TRANSFERS2,006,336**CHANGE IN NET POSITION** 75,594**NET POSITION, BEGINNING** 360,510**NET POSITION, ENDING** \$ 436,104

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SMG OPERATIONS - FORD PARK

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 3,054,635
Payments to employees	(1,518,146)
Payments to suppliers	<u>(3,527,062)</u>
Net cash used by operating activities	<u>(1,990,573)</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers in	2,006,336
Net cash provided by noncapital financing activities	<u>2,006,336</u>

NET DECREASE IN CASH

15,763

CASH AND CASH EQUIVALENTS, BEGINNING

643,643

CASH AND CASH EQUIVALENTS, ENDING

659,406

RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES

Operating loss	(1,930,742)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	(99,087)
Prepaid expenses	9,540
Inventory	14,562
Customer deposits	(34,277)
Accounts payable	7,644
Accrued expenses	25,824
Deferred revenue	<u>15,963</u>
Total changes in assets and liabilities	<u>(59,831)</u>
Net cash used by operating activities	<u>\$ (1,990,573)</u>

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SMG OPERATIONS – FORD PARK

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park managed by SMG.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The County has engaged SMG to manage, operate, and promote the facilities which comprise Ford Park. SMG is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2016:

Billed settlement charges -		
Rent and other event expenses	\$ 254,404	
Allowance	(24,900)	
		\$ <u>229,504</u>

III. UNEARNED REVENUE

Unearned revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes unearned sponsorship income and naming rights.



March 24, 2017
 The Honorable County Judge
 and Commissioners Court
 Jefferson County, Texas

We have audited the financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2016, and have issued our report thereon dated March 24, 2017. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated August 1, 2016, our responsibility, as described by professional standards, is to form and express an opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of SMG Operations – Ford Park solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

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Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements of SMG Operations – Ford Park in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Services.

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged, in the management representation letter, our assistance with the preparation of the financial statements and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by SMG Operations – Ford Park is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended September 30, 2016. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Management's estimate of the allowance for uncollectible accounts receivable is based on a historical collection rate of trade accounts receivable at September 30, 2016. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts receivables and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to SMG Operations – Ford Park’s financial statements or the auditors’ report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated March 24, 2017.

Management’s Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with SMG Operations – Ford Park, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as SMG Operations – Ford Park’s auditors.

Restriction on Use

This report is intended solely for the information and use of the Honorable County Judge, Commissioners' Court, and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2017

JEFFERSON COUNTY, TEXAS

**Independent Auditors' Report on Compliance With
Requirements Applicable to the Passenger Facility Charge
Program and on Internal Control Over Compliance**

**Schedule of Expenditures
of Passenger Facility Charges**

September 30, 2016

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
*GOVERNMENT AUDITING STANDARDS***

To the Honorable County Judge
and Commissioners Court
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 24, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2017



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
WITH REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY CHARGE
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE**

To the Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Compliance

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2016. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Jefferson County, Texas' compliance with those requirements.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2016.

Internal Control Over Compliance

The management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws and regulations applicable to the passenger facility charge program. In planning and performing our audit, we considered Jefferson County, Texas' internal control over compliance with requirements that could have direct and material effect on its passenger facility charge program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Guide.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws and regulations that would be material in relation to the passenger facility charge program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2016, and have issued our report thereon dated March 24, 2017. Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying Schedule of Expenditures of Passenger Facility Charges is presented for purposes of additional analysis as specified by the Guide and is not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of the Commissioners' Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 24, 2017

JEFFERSON COUNTY, TEXAS

PASSENGER FACILITY CHARGES AUDIT SUMMARY

FISCAL YEAR ENDED SEPTEMBER 30, 2016

1. Type of report issued on PFC financial statements	<input checked="" type="checkbox"/>	Unqualified	<input type="checkbox"/>	Qualified
2. Type of report on PFC compliance	<input checked="" type="checkbox"/>	Unqualified	<input type="checkbox"/>	Qualified
3. Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
4. PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
5. The Public Agency maintains a separate financial accounting record for each application.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
6. Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
7. Monthly carrier receipts were reconciled with quarterly carrier reports.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
8. PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
9. Serving carriers were notified of PFC program actions/changes approved by the FAA.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
10. Quarterly Reports were transmitted (or available via website) to remitting carriers.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
11. The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
12. Project administration is carried out in accordance with Assurance 10.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
13. For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
	<input checked="" type="checkbox"/>	N/A		

JEFFERSON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2016

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS

REVENUE AND DISBURSEMENT SCHEDULE OF PASSENGER FACILITY CHARGES

FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Fiscal Year					Fiscal Year	
	2015 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	2016 Total	2016 Program Total
Revenue							
Passenger Facility Collections	\$ 1,002,740	\$ 35,747	\$ 32,485	\$ 28,483	\$ 41,366	\$ 138,080	\$ 1,140,820
Interest	<u>14,134</u>	<u>308</u>	<u>340</u>	<u>147</u>	<u>122</u>	<u>916</u>	<u>15,050</u>
	<u><u>1,016,874</u></u>	<u><u>36,055</u></u>	<u><u>32,824</u></u>	<u><u>28,629</u></u>	<u><u>41,488</u></u>	<u><u>138,997</u></u>	<u><u>1,155,871</u></u>
Application 07-06-C-00-BPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drianage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,717</u>
	<u><u>129,892</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>129,892</u></u>
Application 11-07-C-00-BPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative	<u>29,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,828</u>
	<u><u>465,889</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>465,889</u></u>
Total Disbursements	<u>595,781</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>595,781</u>
Excess (Deficiency)	\$ 421,093	\$ 36,055	\$ 32,824	\$ 28,629	\$ 41,488	\$ 138,997	\$ 560,090

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

JEFFERSON COUNTY, TEXAS**NOTE TO SCHEDULE OF EXPENDITURES
OF PASSENGER FACILITY CHARGES****YEAR ENDED SEPTEMBER 30, 2016****BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

**For Fiscal Year
September 30, 2016**

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable County Judge and
Commissioners' Court
Jefferson County

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 16, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 16, 2017



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE AND THE STATE OF TEXAS UNIFORM GRANT MANAGEMENT STANDARDS

The Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Report on Compliance for Each Major Federal Program

We have audited Jefferson County, Texas' compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* and the State of Texas *Uniform Grants Management Standards* that could have a direct and material effect on each of Jefferson County, Texas' major federal and state programs for the year ended September 30, 2016. Jefferson County, Texas' major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Jefferson County, Texas' major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and the State of Texas *Uniform Grant Management Standards* ("UGMS"). Those standards, the Uniform Guidance, and UGMS require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of Jefferson County, Texas' compliance.

Opinion on Each Major Federal and State Program

In our opinion, Jefferson County, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2016.

Report on Internal Control over Compliance

Management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal and State Awards Required by OMB Compliance Supplement and the State of Texas Uniform Grant Management Standards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements. We issued our report thereon dated March 16, 2017, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by OMB Compliance Supplement and UGMS and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and UGMS. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 16, 2017

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JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2016

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
<u>FEDERAL PROGRAMS</u>				
<u>U. S. Department of Agriculture</u>				
Passed through the Texas Department of Agriculture				
Summer Food Service Program	10.559	123-1007	\$ 1,146	\$ -
Total Passed through the Texas Department of Agriculture			1,146	-
Total U. S. Department of Agriculture			1,146	-
<u>U. S. Department of Housing and Urban Development</u>				
Passed through the Texas General Land Office				
Community Development Block Grant/States Program - Ike	14.228	DRS-010219	394,244	-
Community Development Block Grant/States Program - Ike Round 2.2	14.228	DRS-220219	2,591,341	-
Community Development Block Grant/States Program - Katrina/Rita	14.228	16-272-000-9786	45,000	-
Cheek Step Sewer Improvement, Phase #4	14.228	TDCP-713250	3,000	-
Total Passed through the Texas General Land Office			3,033,585	-
Total U. S. Department of Housing and Urban Development			3,033,585	-
<u>U.S. Department of the Interior</u>				
Passed through the U.S. Fish and Wildlife Service				
Coastal Impact Assistance	15.668	F16AF00129	150,494	-
Total Passed through the U.S. Fish and Wildlife Service			150,494	-
<u>U. S. Department of Justice</u>				
Passed through the City of Beaumont				
Edward Byrne Memorial Formula Grant Program	16.579	2014DJBX0530	3,124	-
Edward Byrne Memorial Formula Grant Program	16.579	2015DJBX1005	16,371	-
Total Passed through the City of Beaumont			19,495	-
Passed through the Office of the Governor, Criminal Justice Division				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-07	82,637	-
Juvenile Accountability Block Grants	16.540	28091-02	122,212	-
Violence Against Women Formula Grants	16.588	13466-19	7,104	-
Total Passed through the Office of the Governor, Criminal Justice Division			211,953	-
Direct Program				
State Criminal Alien Assistance Program (SCAAP)	16.606	2015APBX0654	20,214	-
Total Program 16.606			20,214	-
Total U. S. Department of Justice			251,662	-
<u>U. S. Department of Transportation</u>				
Construction of Taxiway D Reconstruction, Runway Safety				
Area Grading, RW 16/34 Rehabilitation, Design of Partial				
Reconstruction for RW 12/30, Taxiway E & F and				
and DBE/ACDBE Program Update	20.106	3-48-0018-030-2014	235,748	-
Reconstruct 1,000 feet of pavement from the 30 end of Runway	20.106	3-48-0018-031-2015	2,739,386	-
12-30 Design and Construction of Rehabilitation of Taxiway Delta				
(Phase III), Design Taxiway Delta (Phase IV), and Replacement				
of Rotating Beacon	20.106	3-48-0018-032-2016	27,900	-
Total Passed through Federal Aviation Administration			3,003,034	-

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2016

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
U. S. Department of Transportation				
Passed through Texas Department of Transportation				
Selective Traffic Enforcement Program - Impaired Driver				
Mobilization	20.601	2016-Jefferson-S-IYG-0092	\$ 35,490	\$ -
Total Passed through Texas Department of Transportation			35,490	-
Total U. S. Department of Transportation			3,038,524	-
U. S. Department of Health and Human Services				
Passed through the Office of Attorney General				
Title IV-D Fees - Constable	93.563	N/A	56,885	-
Title IV-D Fees - District Clerk	93.563	N/A	249,930	-
Title IV-D Fees - Child Support Customer Service	93.563	N/A	1,522	-
Total Passed through the Office of Attorney General			308,337	-
Passed through Texas Department of Family & Protective Services				
Foster Care - Title IV-E Child Welfare Services	93.658	23939002	17,941	-
Foster Care - Title IV-E Legal Services	93.658	23939003	45,053	-
Total Passed through Texas Department of Family & Protective Services			62,994	-
Total U. S. Department of Health and Human Services			371,331	-
U. S. Department of Homeland Security				
Passed through the Texas Division of Emergency Management				
Homeland Security Grant Program - 2014 LETPA/LEAP	97.073	EMW-2014-22-00029	551	-
Total Program 97.073			551	-
Passed through the Texas Division of Emergency Management				
Emergency Management Performance Grant	97.042	16TX-EMPG-0389	59,244	-
Total Passed through the Texas Division of Emergency Management			59,244	-
Direct Programs				
2015 Port Security Grant	97.056	EMW2015PU00143	318,478	-
Passed through the Office of the Governor, Criminal Justice Division				
Homeland Security Grant Program - 2015 LETPA	97.067	29593-01	23,856	-
Total Passed through the Office of the Governor, Criminal Justice Division			23,856	-
Total U. S. Department of Homeland Security			402,129	-
Total Expenditures of Federal Awards			\$ 7,248,871	\$ -

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2016

State Grantor/Pass-through Grantor/ Program Title	Grantor's ID Number	State Expenditures	Pass Through Expenditures
<u>Texas Department of Motor Vehicles</u>			
Motor Vehicle Salvage/Theft Reduction Program	608-16-1230100	\$ 75,304	\$ -
Total Department of Motor Vehicles		<u>75,304</u>	<u>-</u>
<u>Texas Department of Transportation</u>			
Routine Airport Maintenance Grant	M1620BMPT	50,000	-
County Transportation Infrastructure Fund Grant	N/A	<u>185,882</u>	<u>-</u>
Total Department of Transportation		<u>235,882</u>	<u>-</u>
<u>Texas Department of Criminal Justice</u>			
Family Treatment Drug Court	1869010	33,945	-
Family Treatment Drug Court	1869011	3,328	-
Drug Court	1604515	<u>60,744</u>	<u>-</u>
Total Department of Criminal Justice		<u>98,017</u>	<u>-</u>
<u>Texas Indigent Defense Commission</u>			
Indigent Defense Formula Grant FY 16	N/A	<u>211,034</u>	<u>-</u>
Total Indigent Defense Commission		<u>211,034</u>	<u>-</u>
<u>Texas Commission on Law Enforcement</u>			
Law Enforcement Officer Standards and Education	N/A	<u>31,060</u>	<u>-</u>
Total Texas Commission on Law Enforcement		<u>31,060</u>	<u>-</u>
<u>Office of the Governor, Criminal Justice Division</u>			
Violence Against Women Formula Grants	13466-18	65,879	-
Juvenile Accountability Block Grants	28091-03	<u>775</u>	<u>-</u>
Total Texas General Land Office		<u>66,654</u>	<u>-</u>
<u>Texas Historical Commission</u>			
Texas Historical Courthouse Preservation Program	CTH-JEFFERSON-08-2014	<u>395,160</u>	<u>-</u>
Total Texas Historical Commission		<u>395,160</u>	<u>-</u>
<u>Texas Attorney General's Office</u>			
Crime Victims Compensation Fund - Sexual Assault Exam (CVC)	N/A	<u>14,130</u>	<u>-</u>
Total Texas Attorney General's Office		<u>14,130</u>	<u>-</u>
<u>Texas General Land Office</u>			
Coastal Erosion Planning & Response Act	13-242-0000-7440	<u>140,375</u>	<u>-</u>
Total Texas General Land Office		<u>140,375</u>	<u>-</u>
Total Expenditures of State Awards		\$ 1,267,616	\$ -
Total Expenditures of Federal and State Awards		\$ 8,516,487	\$ -

JEFFERSON COUNTY, TEXAS**NOTES TO SCHEDULE OF EXPENDITURES
OF FEDERAL AND STATE AWARDS****SEPTEMBER 30, 2016**

1. The County utilizes the fund types specified in the Resource Guide.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal and state grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal and state grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H. Period of Performance, Part 3, OMB Compliance Supplement updated as of June 2013.
4. The County did not elect to apply the 10% de minimis indirect cost rate.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Summary of Auditors' Results

Financial Statements:

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None

Federal Awards:

Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance?	None
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Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster:</u>
20.106	Airport Improvement Program
State	Texas Historical Courthouse Preservation Program

Dollar threshold used to distinguish between type A and type B federal programs	\$750,000
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Dollar threshold used to distinguish between type A and type B state programs	\$300,000
---	-----------

Auditee qualified as low-risk auditee? for federal single audit?	Yes
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Auditee qualified as low-risk auditee? for state single audit?	Yes
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Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal and State Awards

None

JEFFERSON COUNTY, TEXAS
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

None

NAME

AMOUNT CHECK NO. TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE	76.10	431963	76.10**
ROAD & BRIDGE PCT.#1			
TEXAS STATE DIRECTORY	57.45	431960	
UNITED STATES POSTAL SERVICE	.40	431984	
GULF COAST	462.40	432084	520.25**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.00	431925	
OFFICE DEPOT	142.91	431928	
BUMPER TO BUMPER	13.48	432004	
GULF COAST	1,734.00	432084	1,910.39**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	90.34	431877	
FARM & HOME SUPPLY	23.85	431902	
GULF COAST AUTOMOTIVE, INC.	494.45	431908	
ENTERGY	186.34	431909	
MUNRO'S	61.30	431925	
ROD'S ENTERPRISES	60.00	431939	
AT&T	71.99	431949	
MATHESON TRI-GAS	143.15	431964	
AUTO ZONE	239.88	431969	
HOWARD'S AUTO SUPPLY	383.49	431973	
SUPERIOR SUPPLY & STEEL	98.00	431979	
SPURLOCK ROAD VETERINARY CLINIC	63.75	432043	
SAM'S CLUB DIRECT	217.14	432047	
ASCO	26.82	432052	
SUPPLYWORKS	101.96	432067	
SUPERIOR MEAT SERVICES	559.69	432068	
ROAD & BRIDGE PCT.#4			2,822.15**
SPIDLE & SPIDLE	3,044.50	431881	
CITY OF BEAUMONT - WATER DEPT.	19.60	431891	
ENTERGY	843.10	431909	
M&D SUPPLY	84.30	431920	
MUNRO'S	71.21	431925	
UNITED STATES POSTAL SERVICE	.81	431984	
EQUIPMENT DEPOT	3,011.72	432015	
DRAGO SUPPLY	514.52	432032	
ENGINEERING FUND			7,589.76**
UNITED STATES POSTAL SERVICE	7.70	431984	7.70**
PARKS & RECREATION			
ENTERGY	352.55	431909	
JIFFY TROPHIES	7.25	431917	
SPRINT WASTE SERVICES LP	310.80	432059	670.60**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	6,192.90	432023	6,192.90*
TAX OFFICE			
OFFICE DEPOT	339.00	431928	
ACE IMAGEWEAR	20.74	431942	
CDW COMPUTER CENTERS, INC.	160.55	431974	
UNITED STATES POSTAL SERVICE	732.31	431984	
ROCHESTER ARMORED CAR CO INC	352.00	432036	
DESIGN CHUTE LLC	300.00	432081	
COUNTY HUMAN RESOURCES			1,904.60*

NAME	AMOUNT	CHECK NO.	TOTAL
SETHRA	260.00	431945	
TEXAS COUNTY & DISTRICT RETIREMENT	235.00	431959	
UNITED STATES POSTAL SERVICE	9.67	431984	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	125.00	432076	629.67*
AUDITOR'S OFFICE			
OFFICE DEPOT	151.24	431928	
UNITED STATES POSTAL SERVICE	16.95	431984	168.19*
COUNTY CLERK			
FED EX	7.33	431903	
OFFICE DEPOT	69.27	431928	
CDW COMPUTER CENTERS, INC.	68.98	431974	
UNITED STATES POSTAL SERVICE	230.87	431984	
KOFILE TECHNOLOGIES INC	50,000.00	432042	50,376.45*
COUNTY JUDGE			
JOHN E MACEY	500.00	431921	
UNITED STATES POSTAL SERVICE	1.80	431984	
ROCKY LAUDERMILK	500.00	431992	
ROCKY LAUDERMILK	2,000.00	431993	
MICHELLE R BRISTER	500.00	432014	
HARVEY L WARREN III	2,500.00	432030	
WYATT SNIDER	500.00	432040	
THOMSON REUTERS-WEST	116.58	432054	
JAN GIROUARD & ASSOCIATES LLC	200.00	432075	6,818.38*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	19.59	431984	19.59*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	272.59	431984	272.59*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	190.05	431929	
CIT TECHNOLOGY FINANCING SERVICE	499.00	432024	689.05*
PURCHASING DEPARTMENT			
THE EXAMINER	63.00	431901	
UNITED STATES POSTAL SERVICE	33.24	431984	96.24*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,375.00	431916	
SPINDLETOP MHMR	32,990.75	431919	
OLMSTED-KIRK PAPER	1,423.50	431929	
TIME WARNER COMMUNICATIONS	2,442.76	431955	
CROWN CASTLE INTERNATIONAL	1,456.22	431999	
SAM'S CLUB DIRECT	78.54	432047	
DYNAMEX INC	200.45	432057	39,967.22*
VOTERS REGISTRATION DEPT			
POSTMASTER	910.00	431932	
UNITED STATES POSTAL SERVICE	191.69	431984	1,101.69*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	160.63	431916	160.63*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	12.00	431916	
OFFICE DEPOT	566.06	431928	
TRIANGLE BLUE PRINT CO., INC.	78.80	431961	
UNITED STATES POSTAL SERVICE	314.36	431984	

NAME	AMOUNT	CHECK NO.	TOTAL
ASHLEY MOLFINO	226.27	432013	
PATRIOT GROUP	644.00	432019	
SHEADRED WILLIAMS	53.00	432051	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	432063	
MATT TURNER	27.50	432077	
DISTRICT CLERK			1,992.99*
OFFICE DEPOT	586.68	431928	
UNITED STATES POSTAL SERVICE	314.78	431984	
WESTERN MICROGRAPHICS & IMAGING	284.86	432045	
CRIMINAL DISTRICT COURT			1,186.32*
EDWARD B. GRIPON, M.D., P.A.	1,785.00	431907	
OFFICE DEPOT	128.02	431928	
UNITED STATES POSTAL SERVICE	38.35	431984	
CAROLYN WIEDENFELD	600.00	431991	
JAMES R. MAKIN, P.C.	1,261.62	432038	
58TH DISTRICT COURT			3,812.99*
UNITED STATES POSTAL SERVICE	25.39	431984	
136TH DISTRICT COURT			25.39*
UNITED STATES POSTAL SERVICE	2.42	431984	
252ND DISTRICT COURT			2.42*
EDWARD B. GRIPON, M.D., P.A.	1,495.00	431907	
OFFICE DEPOT	18.86	431928	
KEVIN S. LAINE	800.00	431971	
UNITED STATES POSTAL SERVICE	133.90	431984	
STEPHEN ABLES	492.37	432080	
279TH DISTRICT COURT			2,940.13*
DAVID GROVE	75.00	431882	
TRACEY D. BURK	140.55	431889	
LAIRON DOWDEN, JR.	350.00	431899	
JIMMY D. HAMM	325.00	431911	
WENDELL RADFORD	325.00	431936	
CHARLES ROJAS	1,050.00	431976	
GLEN M. CROCKER	1,100.00	431986	
LANGSTON ADAMS	75.00	431994	
P DEAN BRINKLEY	75.00	432034	
WILLIAM FORD DISHMAN	150.00	432056	
LAW OFFICE OF J SCOTT FREDERICK	150.00	432065	
GORDON D FRIESZ	75.00	432071	
317TH DISTRICT COURT			3,890.55*
DAVID GROVE	75.00	431882	
JACK LAWRENCE	1,000.00	431883	
PHILLIP DOWDEN	500.00	431885	
TRACEY D. BURK	327.60	431889	
LAIRON DOWDEN, JR.	325.00	431899	
ANITA F. PROVO	2,300.00	431934	
NATHAN REYNOLDS, JR.	500.00	431937	
KEVIN S. LAINE	500.00	431971	
LEXIS-NEXIS	68.00	431985	
JOEL WEBB VAZQUEZ	450.00	432003	
JUDY PAASCH	2,323.90	432006	
RONALD PLESSALA	325.00	432025	
ALLEN PARKER	150.00	432029	
JONATHAN L. STOVALL	75.00	432037	
WILLIAM FORD DISHMAN	225.00	432056	
MELANIE AIREY	150.00	432064	
LAW OFFICE OF J SCOTT FREDERICK	300.00	432065	
GORDON D FRIESZ	168.75	432071	
JUSTICE COURT-PCT 1 PL 1			9,763.25*

NAME

AMOUNT

CHECK NO.

147

TOTAL

UNITED STATES POSTAL SERVICE	52.26	431984	52.26*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.61	431984	1.61*
JUSTICE COURT-PCT 4			
CLASSIC FORMS AND PRODUCTS	99.00	431996	99.00*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	150.00	431947	
UNITED STATES POSTAL SERVICE	31.33	431984	
JUSTICE COURT-PCT 7			181.33*
OFFICE DEPOT	206.99	431928	
TEXAS STATE UNIVERSITY SAN MARS	150.00	431948	
AT&T	31.12	431949	
JUSTICE OF PEACE PCT. 8			388.11*
TEXAS STATE UNIVERSITY SAN MARS	300.00	431946	
TAC - TEXAS ASSN. OF COUNTIES	60.00	431953	
COUNTY COURT AT LAW NO.1			360.00*
OFFICE DEPOT	14.25	431928	
UNITED STATES POSTAL SERVICE	.92	431984	
COUNTY COURT AT LAW NO. 2			15.17*
TEXAS COURT REPORTERS ASSOCIATION	350.00	431957	
UNITED STATES POSTAL SERVICE	5.93	431984	
LANGSTON ADAMS	350.00	431994	
THE BYRD LAW FIRM PC	250.00	432010	
SAMUEL & SON LAW FIRM PLLC	250.00	432060	
COUNTY COURT AT LAW NO. 3			1,205.93*
JACK LAWRENCE	100.00	431883	
BRUCE W. COBB	250.00	431896	
CHARLES ROJAS	250.00	431976	
UNITED STATES POSTAL SERVICE	4.43	431984	
COURT MASTER			604.43*
UNITED STATES POSTAL SERVICE	1.21	431984	
MEDIATION CENTER			1.21*
UNITED STATES POSTAL SERVICE	8.06	431984	
SHERIFF'S DEPARTMENT			8.06*
COTTON CARGO	153.75	431898	
FED EX	95.77	431903	
GT DISTRIBUTORS, INC.	66.99	431904	
HERNANDEZ OFFICE SUPPLY, INC.	104.97	431912	
KIRKSEY'S SPRINT PRINTING	24.95	431918	
MOORMAN & ASSOCIATES, INC.	2,250.00	431924	
OFFICE DEPOT	1,679.21	431928	
AT&T	267.06	431949	
10-32 SUPPLY	75.00	431968	
UNITED STATES POSTAL SERVICE	1,393.80	431984	
FIVE STAR FEED	66.00	431997	
TASER INTERNATIONAL	321.44	432005	
NATIONAL HURRICANE CONFERENCE	400.00	432027	
SOUR LAKE VETERINARY CLINIC	84.00	432049	
GALLS LLC	1,719.79	432066	
CRIME LABORATORY			8,702.73*

NAME

AMOUNT

CHECK NO.

TOTAL

FED EX	169.55	431903	
OFFICE DEPOT	52.91	431928	
CAYMAN CHEMICAL COMPANY	209.00	432031	
ATTAINIT	227.69	432073	
JAIL - NO. 2			659.15*
BOB BARKER CO., INC.	1,466.25	431887	
W.W. GRAINGER, INC.	210.56	431906	
HERNANDEZ OFFICE SUPPLY, INC.	560.35	431912	
MCNEILL INSURANCE AGENCY	71.00	431923	
OFFICE DEPOT	588.15	431928	
PETTY CASH - SHERIFF'S OFFICE	72.97	431930	
RALPH'S INDUSTRIAL ELECTRONICS	2,472.48	431940	
SANITARY SUPPLY, INC.	565.80	431941	
SHERWIN-WILLIAMS	304.50	431943	
AT&T	956.78	431949	
LOWE'S HOME CENTERS, INC.	2,739.37	431990	
TRISTAR RISK MANAGEMENT	1,724.40	432009	
FIVE STAR CORRECTIONAL SERVICE	30,578.71	432033	
TITAN TESTING	70.00	432039	
MATERA PAPER COMPANY INC	5,061.43	432053	
THOMSON REUTERS-WEST	3,725.68	432054	
KROPP HOLDINGS INC	712.10	432055	
LONE STAR UNIFORMS	380.00	432072	
IMPACT WASTE LLC	360.00	432083	
THE MONOGRAM SHOP	13.00	432087	
JUVENILE PROBATION DEPT.			52,633.53*
FED EX	59.02	431903	
OFFICE DEPOT	422.97	431928	
UNITED STATES POSTAL SERVICE	29.37	431984	
KESHA NIXON	12.00	432016	
JUVENILE DETENTION HOME			523.36*
UNITED COMMUNICATIONS, INC.	4,979.50	431978	
FLOWERS FOODS	114.92	432000	
BEN E KEITH FOODS	1,661.29	432001	
A1 FILTER SERVICE COMPANY	183.79	432041	
CONSTABLE PCT 1			6,939.50*
UNITED STATES POSTAL SERVICE	202.32	431984	
GALLS LLC	962.00	432066	
CONSTABLE-PCT 2			1,164.32*
TAC - TEXAS ASSN. OF COUNTIES	200.00	431953	
CONSTABLE-PCT 4			200.00*
TND WORKWEAR CO LLC	154.95	432086	
CONSTABLE-PCT 6			154.95*
UNITED STATES POSTAL SERVICE	13.30	431984	
CONSTABLE PCT. 7			13.30*
MOTOROLA SOLUTIONS INC	3,651.83	431972	
COUNTY MORGUE			3,651.83*
EMERGENCY POWER SERVICE	1,463.50	432044	
AGRICULTURE EXTENSION SVC			1,463.50*
OFFICE DEPOT	212.48	431928	
UNITED STATES POSTAL SERVICE	.40	431984	
HEALTH AND WELFARE NO. 1			212.88*

NAME	AMOUNT	CHECK NO.	TOTAL
CALVARY MORTUARY	1,500.00	431890	
CLAYBAR FUNERAL HOME, INC.	5,336.00	431893	
ENTERGY	70.00	431910	
AUSTIN CECIL WALKES MD PA	3,245.08	431966	
MCKESSON MEDICAL-SURGICAL INC	181.96	431975	
UNITED STATES POSTAL SERVICE	43.87	431984	
CENTERPOINT ENERGY RESOURCES CORP	51.58	432007	
HEALTH AND WELFARE NO. 2			10,428.49*
CLAYBAR FUNERAL HOME, INC.	999.00	431894	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	431895	
AT&T	31.12	431949	
AUSTIN CECIL WALKES MD PA	3,245.08	431966	
AISHA DAVIS	60.00	432050	
NURSE PRACTITIONER			5,835.20*
GEORGE V. ZUZUKIN, M.D.	1,000.00	431884	
MCKESSON MEDICAL-SURGICAL INC	595.00	431975	
LESLIE LITTLE	2,071.40	432061	
CHILD WELFARE UNIT			3,666.40*
DISA, INC.	295.00	431900	
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,191.45	431987	
J.C. PENNEY'S	1,966.11	431988	
SEARS COMMERCIAL CREDIT	1,179.60	431989	
ENVIRONMENTAL CONTROL			4,632.16*
AT&T	31.15	431949	
EMERGENCY MANAGEMENT			31.15*
VERIZON WIRELESS	150.00	431982	
MAINTENANCE-BEAUMONT			150.00*
AAA LOCK & SAFE	73.50	431876	
BINSWANGER GLASS CO.	200.00	431888	
CITY OF BEAUMONT - WATER DEPT.	10,741.58	431891	
COBURN'S, BEAUMONT BOWIE (1)	236.92	431897	
ENTERGY	47,421.91	431909	
HYDRO-CLEAN SERVICES, INC.	435.00	431913	
M&D SUPPLY	331.15	431920	
ACE IMAGEWEAR	159.30	431942	
AT&T	221.60	431949	
OTIS ELEVATOR COMPANY	2,756.00	431998	
AI FILTER SERVICE COMPANY	732.70	432041	
MAINTENANCE-PORT ARTHUR			63,309.66*
CITY OF PORT ARTHUR - WATER DEPT.	1,074.56	431892	
AT&T	1,351.70	431949	
TEXAS GAS SERVICE	377.51	431995	
MAINTENANCE-MID COUNTY			2,803.77*
OFFICE DEPOT	307.91	431928	
SERVICE CENTER			307.91*
SPIDLE & SPIDLE	7,196.00	431881	
INTERSTATE BATTERIES OF BEAUMONT/PA	455.80	431914	
J.K. CHEVROLET CO.	9.71	431915	
M&D SUPPLY	70.34	431920	
MUNRO'S	39.70	431925	
OFFICE DEPOT	87.89	431928	
PHILPOTT MOTORS, INC.	143.75	431931	
RITTER @ HOME	2.78	431938	
TRAILER HITCH DEPOT	318.95	431977	
JEFFERSON CTY. TAX OFFICE	7.50	431980	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	431981	
PETROLEUM SOLUTIONS, INC.	885.74	432002	
BUMPER TO BUMPER	1,469.81	432004	
SPANKY'S WRECKER SERVICE INC	225.00	432046	
1800RADIATOR & AC	325.00	432062	
DENNIS LOWE	25.73	432078	
MIDNIGHT AUTO	419.75	432082	
VETERANS SERVICE			11,690.95*
UNITED STATES POSTAL SERVICE	4.90	431984	
MOSQUITO CONTROL FUND			4.90*
HILO / O'REILLY AUTO PARTS	108.83	431878	
AVIALL	2,508.00	431886	
MUNRO'S	82.20	431925	
TIME WARNER COMMUNICATIONS	75.81	431956	
HAWKER BEECHCRAFT CORPORATION	23.00	432022	
J.C. FAMILY TREATMENT			2,797.84**
JUDY PAASCH	50.00	432006	
PATRICIA VELASCO	20.00	432074	
LAW LIBRARY FUND			70.00**
THOMSON REUTERS-WEST	2,365.44	432054	
EMPG GRANT			2,365.44**
VERIZON WIRELESS	177.56	431982	
COMMUNITY SUPERVISION FND			177.56**
FRED PRYOR SEMINARS & CAREER TRACK	99.00	431935	
UNITED STATES POSTAL SERVICE	93.33	431984	
JEFF. CO. WOMEN'S CENTER			192.33**
AIR COMFORT, INC.	150.07	431880	
GOLD CREST ELECTRIC CO., INC.	201.44	431905	
ENTERGY	1,624.06	431909	
M&D SUPPLY	59.20	431920	
KIM MCKINNEY, LPC, LMFT	600.00	431922	
OFFICE DEPOT	157.17	431928	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	10.00	431944	
SYSCO FOOD SERVICES, INC.	1,191.44	431952	
TIME WARNER COMMUNICATIONS	35.04	431954	
BURT WALKER PARTNERS, LTD	4,500.00	431965	
PETTY CASH - RESTITUTION I	31.00	431967	
BEN E KEITH FOODS	1,171.54	432001	
MELODY C ANTOON RN	2,920.00	432018	
ROCHESTER ARMORED CAR CO INC	114.75	432036	
MATERA PAPER COMPANY INC	419.58	432053	
SOUTHERN SUPPLY	239.80	432079	
CRIME VICTIMS CLEARING.			13,425.09**
KIMBERLY PHELAN, P.C.	500.00	432012	
COUNTY CLERK - RECORD MGT			500.00**
MANATRON	7,535.64	432021	
PCM-G	11,605.30	432028	
Kofile TECHNOLOGIES INC	23,575.36	432042	
COUNTY RECORDS MANAGEMENT			42,716.30**
UNITED STATES POSTAL SERVICE	.81	431984	
DANY			.81**

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	120.69	431903	120.69**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	32.10	431925	
SUTHERLAND LUMBER CO.	83.92	431951	
UNITED STATES POSTAL SERVICE	42.90	431984	
LA RUE ROUGEAU	81.86	432020	
B&G POPCORN INC	233.03	432048	
MATERA PAPER COMPANY INC	69.29	432053	
CAPITAL PROJECTS FUND			543.10**
N&T CONSTRUCTION COMPANY, INC.	92,883.96	431879	
TEXAS GENERAL LAND OFFICE	122,304.31	431958	
MSC SYSTEMS	8,119.57	431970	
SHEPLEY BULFINCH	5,828.79	432069	
AIRPORT FUND			229,136.63**
HILO / O'REILLY AUTO PARTS	41.47	431878	
OFFICE DEPOT	771.26	431928	
TRI-CITY FASTENER & SUPPLY	97.90	431962	
CDW COMPUTER CENTERS, INC.	233.06	431974	
LOWE'S HOME CENTERS, INC.	55.98	431990	
DRAGO SUPPLY	79.92	432032	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	96.73	432058	
SUPPLYWORKS	481.76	432067	
WESTMOR FLUID SOLUTIONS LLC	43.24	432085	
SE TX EMP. BENEFIT POOL			1,901.32**
HOLMES MURPHY	13,750.00	432011	
GROUP ADMINISTRATIVE CONCEPTS INC	120,425.64	432035	
SETEC FUND			134,175.64**
MARTIN PRODUCT SALES LLC	1,460.29	432017	
MARTIN MARIEETA MATERIALS	998.34	432070	
GULF COAST	8,735.28	432084	
LIABILITY CLAIMS ACCOUNT			11,193.91**
ENTERPRISE HOLDINGS	2,753.54	432088	
WORKER'S COMPENSATION FD			2,753.54**
TRISTAR RISK MANAGEMENT	5,274.46	432008	
DISTRICT CRT RECORDS TECH			5,274.46**
KOFILE TECHNOLOGIES INC	25,830.50	432042	
MARINE DIVISION			25,830.50**
SPORTY'S PILOT SHOP	482.96	431950	
C & I OIL COMPANY INC	9,360.69	432026	
			9,843.65**
			810,723.75***



PROCLAMATION

STATE OF TEXAS

§ COMMISSIONERS COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 3rd day of April, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

National Crime Victims' Rights Week, April 2-8, 2017

Whereas, Americans are the victims of more than 20 million crimes each year, affecting individuals and communities; and

Whereas, Providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and

Whereas, Victims who feel understood and supported are more likely to disclose their victimization, seek services, and participate in the justice process; and

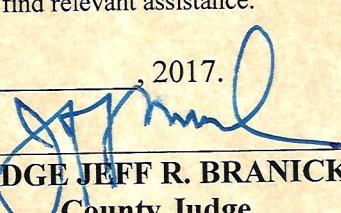
Whereas, A multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, and community leaders is essential to reach and serve all victims; and

Whereas, National Crime Victims' Rights Week, April 2-8, 2017, provides an opportunity to recommit to ensuring that all victims of crime—especially those who are challenging to reach or serve—are afforded their rights and receive a trauma-informed response; and

Whereas, Jefferson County Coalition for Victims of Crime is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas commitment proclaims April 2-8, 2017 as National Crime Victims' Rights Week to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and we urge all to express gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance.

Signed this 3rd day of April, 2017.

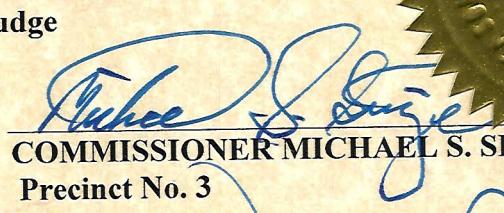

JUDGE JEFF R. BRANICK
County Judge

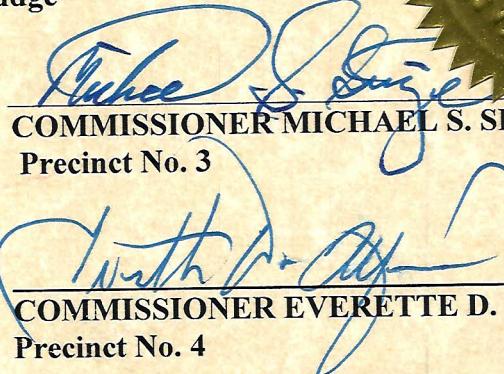


ABSENT

COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**Jefferson County
Tourism Commission**

Memo

To: Commissioners Court
From: Kathi Weathington Hughes
Date: 3/24/2017
Re: Spring 2017 HOT Grant Recommendations

Please see the Hotel Occupancy Tax grant applications, with list of totals for spring 2017. Also include are recommendations from the Jefferson County Tourism Committee.

This will be an agenda item on April 3, 2017 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cell 409/679-2808

**AGENDA ITEM****April 3, 2017**

Receive and file executed Lease Agreement between Jefferson County, Texas and Neches Helicopter Training for office space.

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

OFFICE MONTH TO MONTH
LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Neches Helicopter Training, doing business in the State of Texas, made and entered into this 20th day of March, 2017.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, Neches Helicopter Training, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter an Office Rental Agreement with the Lessor for the purpose of leasing an office with the understanding that the scope of business operations permitted by this agreement is limited to the use of an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

SECTION I

LETTING AND TERMS

1.01 Premises. Lessor hereby leases to the Lessee space as depicted on the attached Exhibit "A" for the operation of an office. The space is more fully described as follows:

1.01.1 For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Old Fuel Service Building" containing 600 square feet, more or less, of office space (as shown on Exhibit "A" attached hereto) at a rate of \$ 400.00/month.

1.01.2 Terms. This agreement shall become effective **March 20th, 2017**, and shall be a month-to-month lease subject to adjustment of rental described in Section 1.05.

1.01.3 Rentals. Lessee covenants and agrees to pay to Lessor rental as described in paragraph 1.01.1 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the office space, its use or occupancy.

1.04 Due Date. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

1.05 Adjustment of Rental. Commencing on **January 1, 2018**, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

1.06 Taxes. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

SECTION II

PROHIBITED USES

2.01 Prohibited Uses. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for (a) any non-aeronautically related use; (b) the sale of aircraft fuels, lubricants, or propellants; or (c) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.

2.02 Fueling Facility. LESSEE may not install and operate its own fueling facility for any purpose. LESSEE shall not sell fuel to the public or operate a fueling operation as a fixed base operator in competition with LESSOR or any other fixed base operator approved by the LESSOR.

SECTION III

UTILITIES

3.01 Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities.

SECTION IV

CONDITION, MAINTENANCE, AND SURRENDER

4.01 Lessor's Responsibilities. Lessor shall, at its expense and risk, maintain the roof, foundation, heat and air conditioning, exterior walls and weight-bearing interior walls, the exterior walls (excluding windows, window glass, plate glass, and doors leading into the exclusive space), and reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the building. Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

4.02 Lessee's Responsibilities. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, windows, window glass, plate glass, doors, light fixtures, and shall be responsible for painting and repairing the exclusive space. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. **Lessee shall, at its own expense, change and replace, on a monthly basis, the HVAC filters.** Lessee shall maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

4.03 Janitorial Service. Lessee shall provide its own janitorial service as needed.

4.04 Alterations. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Manager of Lessor.

4.05 Condition and Surrender. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the common area, and accepts the same in an "as is" condition.

Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

SECTION V

5.01 Hold Harmless Covenant. Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

SECTION VI

DEFAULT

6.01 Events of Default. If Lessee shall allow the rent to be in arrears more than fifteen (15) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

6.02 Remedies. Upon the occurrence of any event of default specified in Section 6.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.

(b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

SECTION VII

CANCELLATION BY LESSEE

7.01 Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any

specified month, provided it gives not less than thirty (30) days written notice to Lessor of its interest to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

SECTION VIII

ASSIGNMENT OR SUBLEASE

8.01 Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

SECTION IX

RIGHT OF ENTRY

9.01 Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall provide Lessee reasonable advanced notice except in the case of an emergency.

SECTION X
STANDARD ASSURANCES

10.01 Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

10.02 Airport Regulations. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

10.03 Air Operations Area Security. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

10.04 Airport Hazard. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

10.05 The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

SECTION XI**NOTICES**

11.01 Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT MANAGER
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Neches Helicopter Training
6652 Ben D. Smith Rd
Silsbee, TX 77656
1 Tel. 409.299.2232
Email: cspearsd@flyhhs.com

or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

BY: _____


Jeff R. Branick
County Judge

LESSEE

BY: _____

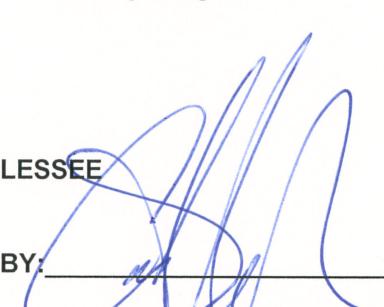
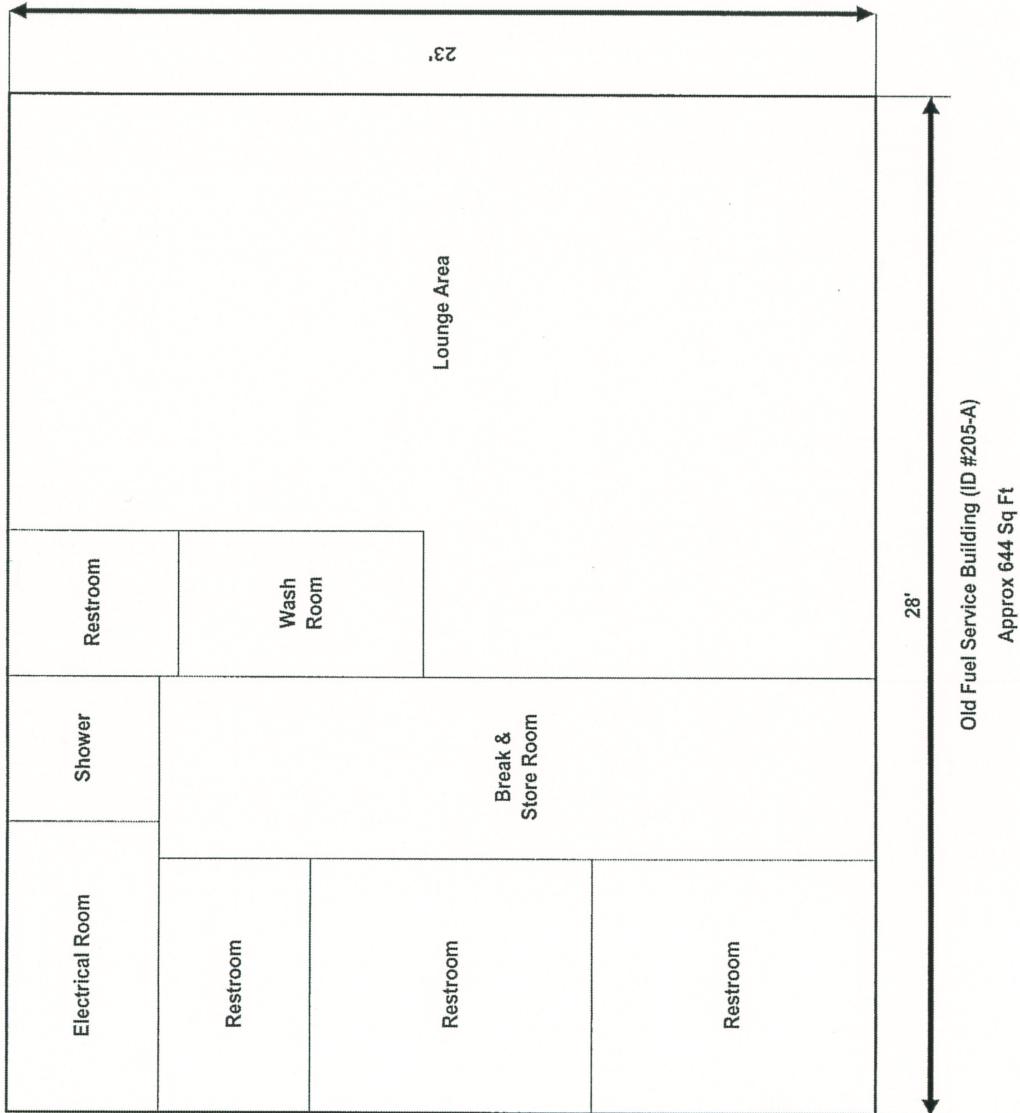

Curtis Spears – Authorized Representative
Neches Helicopter Training

EXHIBIT A



Leased Premises



**AGENDA ITEM****April 3, 2017**

Consider, possibly approve, receive and file a Use/License Agreement between SMG and Gulf Coast (formerly APAC-Texas) for use of the Barn and Arena of the Ford Park Entertainment Complex on April 21, 2017.

Gulf Coast (formerly APAC – Texas)
Training Conference
Approximately 250 Guests
Large Barn and Arena
April 21, 2017
Approved at \$30.00++/pp

Continental Breakfast

A variety of assorted bagels with cream cheese, fruit muffins, donuts, sausage biscuits,
Fresh brewed regular and decaffeinated coffee with sugar, sweeteners and creamers, a selection of hot
tea, orange juice and water.
\$7.75 per person

Lunch Buffet

Tossed Salad with Ranch and Italian Dressings
Homemade Grilled Hamburger Steak w/sautéed Peppers and onions
Hand Battered and Breaded Chicken Fried Chicken
Served with Mashed Potatoes and Gravy
Green Beans, Corn on the Cob, Rolls
Homemade Peach Cobbler with Ice Cream
Assorted Fresh Baked Cookies
Iced Tea and Water with Lemons, Sugar and Sweeteners
Fresh Brewed Regular and Decaffeinated Coffee
\$18.75 per person

Carnival Fare

Fresh Popped Buttered Popcorn
Roasted Peanuts in the Shell
Cotton Candy in a variety of flavors
\$3.50 per person

On Consumption

Canned Pepsi Products and Bottled Water Sold on Consumption
\$2.00 each
Coffee, Iced Tea, Orange Juice, Lemonade
\$18.00 per gallon

All Local Taxes and Fees will apply.

Prior to your event all negotiations and conversations regarding Food and Beverage
must be discussed with Food and Beverage Management for approval.

If to LICENSEE, to:

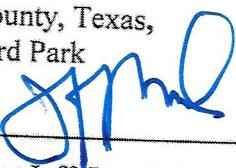
Gulf Coast (formerly APAC -Texas)
12907 US HWY 90
Beaumont, TX 77713 Attn: Jenna Kelley

18) **NON-EXCLUSIVE USE.** LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) **FORCE MAJEURE.** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: 

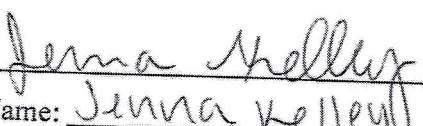
Printed Name: Jeff Branick

Title: County Judge

Date: 04-03-2017

(“LICENSOR”/Jefferson County, Texas)

Gulf Coast (formerly APAC – Texas)

Signature: 

Printed Name: Jenna Kelley

Title: HR Representative

Date: 3-27-17

(“LICENSEE”)

Attachment

- g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
- h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

- a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.
- b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.
- c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:
 - i) When delivered personally to the party for whom intended.
 - ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be *prima facie* evidence of delivery; or
 - iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

- a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.
- b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.
- d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
- e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.
- f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

- e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.
- f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

- (1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

- (1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp

12) **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants to the other party, and agrees as follows:

- a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and
- c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) **COVENANTS.** LICENSEE hereby covenants and agrees as follows:

- a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.
- b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.
 - i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:
 - (1) Propane and propane powered vehicles, equipment and displays.
 - (2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.
 - (3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.
 - (4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.
 - (5) Food or food products, either for sale or sample distribution (free samples).
 - (6) Helium or other lighter than air filled balloons.
 - (7) Open flame candles or other fixtures with an open flame.
 - (8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.
 - (9) Laser pens or other laser light-type pointing devices.
- c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.
- d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws,

- (1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or
- (2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or
- (3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term, covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at its sole option, without the restriction or limitation to pursue other remedies:

- i) Cancel this LICENSEE Agreement,
- ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.
- iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

10) INDEMNIFICATION.

- a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:
 - i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.
 - ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.
 - iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.
 - iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.
- b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:
 - i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or
 - ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:
 - (1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or
 - (2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or
 - (3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.
- c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

- a) Default.
 - i) LICENSEE shall be in default under this Agreement if any of the following occur:

or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will be withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

- c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:
 - i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.
 - ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

- a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.
- b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using hand or pushcarts before the event has ended and the general public has cleared the arena floor.

to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

- b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.
- c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

- a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.
- b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by

- i) Jefferson County, TX shall be listed as additional insured hereunder. Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, **"This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.
- ii) The coverage provided under such policies shall be occurrence based, and not claims made.
- iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.
- iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

- c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

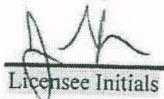
6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

- a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission

Use of Ford
Park logo
agreed upon:



Licensee Initials

LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

f) **B) NAMING RIGHTS: REFERENCE TO NAME OF FACILITY.** When referring to the Facility during the term of this Agreement, LICENSEE shall use the name and logo "Ford Park" (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases. Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

4) **TAXES.** LICENSOR shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

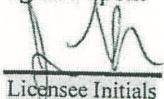
5) **INSURANCE.**

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

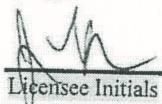
h) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

Insurance
agreed upon:



Licensee Initials

Deposit &
contract due
dates:



Licensee Initials

- c) It is understood and agreed that there will be food and beverage and/or alcoholic beverage sales during the Event, and that LICENSOR, or its designated concessionaire, shall retain exclusively any and all revenues from the sale thereof, and LICENSEE shall have no rights to or claims thereon.
- d) LICENSEE shall pay to LICENSOR Jefferson County a non-refundable deposit in the amount of Twenty-Eight Hundred Seventy and No/100 Dollars (\$2,870.00) in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due at contract execution. Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.
- e) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of

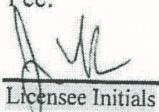
2) **LICENSEE FEE AND OTHER EXPENSES.** In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:

a) (i) **License Fee.** LICENSEE shall pay to LICENSOR a license fee of Twenty-Eight Hundred Seventy and No/100 Dollars (\$2,870.00) as rental fee for the Large Barn, the south Arena and house sound.

- The License Fee includes the following items: Rental fee for Event Day; Set-Up/Tear-Down (rounds/chairs for 250 in Arena and up to 12 tables/chairs & bike rack in Barn); Housekeeping, Event Services, Facility-Owned furniture, pipe & drape in Arena; and house sound system.
- The License Fee does not include, among other exclusions, the following: catering, A/V, any rented furniture or equipment or anything not mentioned specifically above.
- Licensee will handle the coordination and rental of all games, etc., themselves for placement in Barn, replicating their 2016 event.
- Catering proposal for 250 at \$30.00++/pp was approved by Spectra and is attached. It includes breakfast and lunch in the Arena south end and carnival snacks in the Barn. Soft drinks and water are not included because they will be sold on consumption at \$2/each. (Licensee requested the catering proposal be the same as their 2016 event- see attachment.) All catering and drinks will be billed at settlement.

b) **Reimbursable Services Expense.**

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

Fee:

 Licensee Initials

**JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT**

THIS USE LICENSE AGREEMENT (the "Agreement") is made this 23rd day of March, 2017, by and between Jefferson County, TX ("LICENSOR") and GULF COAST (formerly APAC - Texas, whose current address is 12907 US HWY 90, Beaumont, TX 77713 ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

- 1) **GRANT OF LICENSE.** Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:
 - a) To use the area(s) of the Facility described here: Large Barn and South End of Arena
 - b) Solely for the purpose of the presentation of: Company Picnic
 - c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

<u>Authorized Area</u>	<u>Day, Date and Time of Use</u>	<u>Purpose</u>
Large Barn	Thursday, April 20, 2017 7am – 5pm	Move-in (barn)
South Arena & Barn	Friday, April 21, 2017 7am-8am (register & breakfast- Arena) 8am-noon or 1pm (games – Barn) 1pm-2pm (lunch – Arena)	Event
Parking in red lot (across from Barns)	Friday, April 21, 2017 After Event	Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

**AGENDA ITEM****April 3, 2017**

Consider, possibly approve, receive and file a Use/License Agreement between SMG and Philpott Ford (Crawfish Boil) for use of ½ Exhibit Hall at the Ford Park Entertainment Complex on May 20, 2017.

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT 2

THIS USE LICENSE AGREEMENT (the "Agreement") is made this 20th day of **March, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Philpott Ford**, whose current address is **1905 Industrial Park Drive, Nederland, TX 77627** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

- 1) **GRANT OF LICENSE.** Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:
 - a) To use the area(s) of the Facility described here: **½ Exhibit Hall**
 - b) Solely for the purpose of the presentation of: **Philpott Crawfish Boil**
 - c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

<u>Authorized Area</u>	<u>Day, Date and Time of Use</u>	<u>Purpose</u>
½ Exhibit Hall	Saturday, May 20, 2017 afternoon* Saturday, May 20, 2017 6pm – 9pm Saturday, May 20, 2017 9pm - <small>*time of inflatable move-in to be agreed upon with Ford Park event coordinator</small>	Move-in Event Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

- 2) **LICENSE FEE AND OTHER EXPENSES.** In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:
 - a) (i) **License Fee.** LICENSEE is part of the Southeast Texas Ford Dealers and receives free rent as part of the Naming Rights Agreement.
 - The License Fee **includes** the Authorized Area; rounds and chairs for up to 300, pipe/drape. This is not all-in.

- The License Fee **does not include**, among other exclusions, the following: AV, insurance, catering, phone or internet connections (if requested), entertainment, uniformed officers, EMS crew, event staff, housekeeping, operations labor, any rented furniture/equipment or anything not specifically mentioned above. Staffing costs for set-up/tear-down, event staff and housekeeping during and after the event will be billed at settlement at \$15/hr per person; one officer will be billed at \$35/hr.

Inspection
Info:



Licensee Initials

- **FOOD PREPARATION BY OUTSIDE VENDOR**

It is understood and accepted by Licensee that one week prior to the event, Licensee (or vendor) must contact City of Beaumont Environmental Health to arrange for visit to inspect cooking rig and inspection of raw foods to be cooked.

- All beverages will be purchased and handled through Ford Park.

b) **Reimbursable Services Expense.**

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

c) LICENSEE shall have rental fee waived. **A copy of this Agreement executed by Licensee is due March 27, 2017.** Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any amounts due hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

d) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

Contract due
date:



Licensee Initials

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

e) **B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY.** When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

Use of Ford
Park logo
agreed upon:



Licensee Initials

4) **TAXES.** LICENSOR shall not be liable for the payment of taxes, late charges or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

5) **INSURANCE.**

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

i) **Jefferson County, TX shall be listed as additional insured here under.** Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, **"This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the

Insurance
agreed upon:


Licensee Initials

liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

- c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

- a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).
- b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will be withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

- i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.
- ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

- a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.
- b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using hand or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

- a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:
 - i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.
 - ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.
 - iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's

obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

- iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.
- b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:
 - i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or
 - ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:
 - (1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or
 - (2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or
 - (3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.
- c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

- a) Default.
 - i) LICENSEE shall be in default under this Agreement if any of the following occur:
 - (1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or
 - (2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or
 - (3) LICENSEE makes a general assignment for the benefit of creditors.
 - ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.
 - iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or

condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

- b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.
- c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.
- d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.
- e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at its sole option, without the restriction or limitation to pursue other remedies:
 - i) Cancel this LICENSEE Agreement,
 - ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.
 - iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

- a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and
- c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

- a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.
- b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

- i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:
 - (1) Propane and propane powered vehicles, equipment and displays.
 - (2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.
 - (3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.
 - (4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.
 - (5) Food or food products, either for sale or sample distribution (free samples).
 - (6) Helium or other lighter than air filled balloons.
 - (7) Open flame candles or other fixtures with an open flame.
 - (8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.
 - (9) Laser pens or other laser light-type pointing devices.
- c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.
- d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.
- e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.
- f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.
- h) Utilities.
- i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

- a) **Choice of Law.** This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.
- b) **Paragraph Headings.** The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- c) **Entire Agreement; Amendments.** This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.
- d) **Severability.** If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.
- e) **Time.** Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.
- f) **Successors.** This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.
- g) **Independent Contractor; No Partnership.** LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
- h) **Singular and Plural.** Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

- a) **Waiver.** The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any

way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

- b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.
- c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:
 - i) When delivered personally to the party for whom intended.
 - ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be *prima facie* evidence of delivery; or
 - iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:

Philpott Ford
Attn: Bob Thewman
1400 US Hwy. 69
Nederland, TX 77627

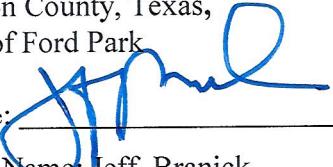
18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather,

prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: 

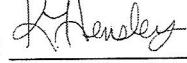
Printed Name: Jeff Branick

Title: County Judge

Date: 04-03-2017

(“LICENSOR”/Jefferson County, Texas)

Philpott Ford

Signature: 

Printed Name: Bob Thewman Kevin Hensley

Title: Divisional Procurement Manager

Date: 3/28/2017

(“LICENSEE”)

**AGENDA ITEM****April 3, 2017**

Consider, possibly approve a Resolution and authorize the County Judge to execute an Order Approving a Tax Exempt Bond Financing to be Undertaken by Arlington Higher Education Finance Corporation for the Benefit of Tekoa Charter School, Inc. pursuant to Section 147(f) of the Internal Revenue Code 1986. (This will not create any obligation of Jefferson County, Texas.)

CERTIFICATE FOR ORDER

**THE STATE OF TEXAS
COUNTY OF JEFFERSON**

I, the undersigned County Clerk of JEFFERSON COUNTY, TEXAS (the "County"), hereby certify as follows:

1. The Commissioners Court (the "Commissioners Court") of the County convened in REGULAR MEETING ON THE 3rd DAY OF April, 2017, at its regular meeting place in the Jefferson County Courthouse (the "Meeting"), and the roll was called of the duly constituted officers and members of the Commissioners Court.

All members of the Commissioners Court were present, except the following: Commissioner E. Arnold, thus constituting a quorum, whereupon among other business, the following was transacted at the Meeting, a written:

ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY ARLINGTON HIGHER EDUCATION FINANCE
CORPORATION FOR THE BENEFIT OF TEKOA CHARTER SCHOOL, INC.

(the "Order") was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order prevailed and carried by the following votes:

AYES: 4 NOES: 0 ABSTENTIONS: 0

2. A true, full, and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Order has been recorded in the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Order; the members of the Commissioners Court were duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting; and the Meeting was open to the public, and public notice was given, all as required by Chapter 551, *Texas Government Code*.

SIGNED AND SEALED THIS 3rd DAY OF April, 2017.

County Judge, Jefferson County, Texas

**ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY ARLINGTON HIGHER EDUCATION FINANCE
CORPORATION FOR THE BENEFIT OF TEKOA CHARTER SCHOOL, INC.**

WHEREAS, Tekoa Charter School, Inc. (the "Borrower") is a Texas nonprofit corporation which desires to finance or refinance the following:

- (i) to pay the cost of a project consisting of the acquisition of certain land and campuses for educational facilities located at 3030 39th Street, Port Arthur, Texas and 3145 39th Street, Port Arthur Texas (the "Project"), and
- (ii) (ii) to pay the costs of such financing; and

WHEREAS, the sole owner, user and manager of the Project will be Tekoa Charter School, Inc., a Texas nonprofit corporation; and

WHEREAS, Borrower has requested the assistance of the Arlington Higher Education Finance Corporation (the "Issuer") in financing the Project; and

WHEREAS, Borrower has requested the Issuer to issue its Arlington Higher Education Finance Corporation Education Revenue Bonds (Tekoa Charter School, Inc.) Series 2017A (the "Series 2017A Bonds") and Taxable Education Revenue Bonds (Tekoa Charter School, Inc.), Series 2017B (the "Series 2017B Bonds" and, together with the Series 2017A Bonds, the "Bonds") in an aggregate principal amount not to exceed \$12,000,000; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds requires approval, following a public hearing, by Jefferson County, Texas (the "County"), being a governmental unit having jurisdiction over the area in which the Project is located; and

WHEREAS, a notice of a public hearing with respect to the proposed issuance of the Bonds, which notice contained a general description of the Project, has been published in a newspaper of general circulation in the County; and

WHEREAS, Darrick W. Eugene, Esc., designated hearing officer of the Issuer has conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Project to be financed or refinanced; and

WHEREAS, under the provisions of Texas state law (Article 1528m, Tex. Rev. Civ. Stat., and Section 221.030 of the *Texas Health and Safety Code*) the County is further required to consent to the Corporation's use of its powers to issue the Bonds and finance the Project located within the boundaries of the County; and

WHEREAS, the Commissioners Court of Jefferson County now desires to approve the financing, the issuance of the Bonds, and the Project, but solely to satisfy the requirements of the laws referred to herein;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, AS FOLLOWS:

Section 1. The Commissioners Court of Jefferson County hereby approves the Issuer's use of its powers in the County, the financing described above, the issuance of the Bonds by the Issuer in an amount not to exceed \$12,000,000, and the Project. It is the intent of the Commissioners Court of Jefferson County that this Order constitute approval of the financing and the issuance of the Bonds, and the Project, but solely to comply with (i) the requirements of Section 147(f) of the Code, and (ii) the requirements of Article 1528m, Tex. Rev. Stat. and Section 221.030 of the *Texas Health and Safety Code*. The Bonds shall be issued to finance or refinance the Project, and the sole user of the Project shall be Tekoa Charter School, Inc.

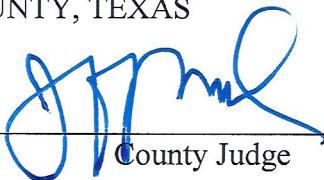
Section 2. The County Judge, the County Clerk, and the County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in Order to carry out, give effect to and comply with the terms and intent of this Order and the financing transaction approved hereby.

Section 3. NOTHING IN THIS ORDER SHALL BE CONSTRUED TO CREATE ANY OBLIGATION OF THE COUNTY WITH RESPECT TO THE REPAYMENT OF THE BONDS OR WITH REGARD TO THE CONSTRUCTION OWNERSHIP OR OPERATION OF THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, AND THE OWNERS OF THE BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR ANY OTHER REVENUES OF THE COUNTY.

Section 4. This Order shall take effect immediately upon its passage.

PASSED AND ADOPTED on April, 3, 2017.

COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS



County Judge

ATTEST:



**AGENDA ITEM****April 3, 2017**

Consider and approve ratifying amendment to the Interagency Project Cooperation Agreement “CEPRA Project No. 1530” with the Texas General Land Office for additional State funding to McFaddin National Wildlife Refuge Beach Ridge Restoration Project.



INTERAGENCY PROJECT COOPERATION AGREEMENT
CEPRA PROJECT No. 1530
GLO CONTRACT No. 13-242-000-7440
AMENDMENT NO. 3

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

The **GENERAL LAND OFFICE** ("GLO") and **JEFFERSON COUNTY** ("Qualified Project Partner"), each a "Party" and collectively "the Parties," Parties to that certain Interagency Project Cooperation Agreement effective on May 3, 2013, and denominated GLO Contract No. 13-242-000-7440, (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to contribute additional funding to the Project;

NOW, THEREFORE, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 4.01** of the Contract, **TOTAL PROJECT BUDGET**, is hereby amended to reflect additional Project funding in the amount of **FIVE MILLION, SIX HUNDRED SIXTY-SEVEN THOUSAND, FIVE HUNDRED EIGHTY AND 57/100 DOLLARS (\$5,667,580.57)**, resulting in a total Project Budget amount not to exceed **ELEVEN MILLION, FIVE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED SEVEN AND 46/100 DOLLARS (\$11,567,807.46)**.
2. **SECTION 4.02** of the Contract, **CEPRA ACCOUNT AND OTHER FUNDING SOURCES**, is amended and modified by adding the following funding statements:

"An additional **SIX HUNDRED FIVE THOUSAND, THREE HUNDRED TWENTY-SIX AND 76/100 DOLLARS (\$605,326.76)** will be contributed to the Project from the CEPRA Account."

"An additional **FOUR MILLION, SIX HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-TWO AND 56/100 DOLLARS (\$4,632,152.56)** will be contributed to the Project, as made available pursuant to Amendments 3 and 4 to U.S. Fish and Wildlife Service Financial Assistance Award F12AF01312."

3. **SECTION 4.03** of the Contract, **QPP CONTRIBUTION**, is hereby amended to reflect additional QPP funding in the amount of **FOUR HUNDRED THIRTY THOUSAND, ONE HUNDRED ONE AND 25/100 DOLLARS (\$430,101.25)**, resulting in a total amount of QPP Partner Match not to exceed **THREE MILLION, THREE HUNDRED THIRTY THOUSAND, THREE HUNDRED TWENTY-EIGHT AND 14/100 DOLLARS (\$3,330,328.14)**.
4. **ATTACHMENT B** to the Contract, **Project Work Plan and Budget**, is hereby deleted and replaced by the **Design/Construction Work Plan and Budget**, attached hereto and incorporated herein for all purposes as **ATTACHMENT B-1**.
5. This Amendment No. 3 shall be effective as of the date signed by the last Party.
6. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.
7. Further material revisions to the Contract shall be by written agreement of the Parties.

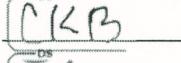
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT No. 3 TO
GLO CONTRACT No. 13-242-000-7440

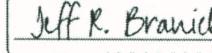
GENERAL LAND OFFICE

Anne L. Idsal, Chief Clerk
Deputy Land Commissioner

Date of execution: _____

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JEFFERSON COUNTY

DocuSigned by:

Name: 13CA244768A7473..
Title: _____

Date of execution: _____

ATTACHMENT TO THIS CONTRACT:

ATTACHMENT B-1 – DESIGN/CONSTRUCTION WORK PLAN AND BUDGET

ATTACHMENT FOLLOWS

**MCFADDIN NATIONAL WILDLIFE REFUGE BEACH
RIDGE RESTORATION PROJECT
CEPRA PROJECT No. 1530
DESIGN/CONSTRUCTION WORK PLAN**

1. To address the erosion of the beach ridge at the McFaddin National Wildlife Refuge, the GLO shall:
 - a. Identify, document and confer with the Qualified Project Partner the location and extent of the project area.
 - b. Contract with a professional services provider to:
 - document and survey existing conditions as required;
 - conduct a Coastal Boundary Survey in accordance with Texas Natural Resources Code §133.36, if deemed necessary;
 - determine federal permit needs and secure permits as required;
 - prepare a final design of the beach ridge repair project;
 - prepare construction Contract Documents, including drawings, technical specifications and Owner's bidding documents;
 - prepare final construction cost estimate;
 - provide bidding assistance and contract award recommendations for a construction contractor;
 - perform construction contract administration services including on-site observation of the work;
 - conduct post-project closeout program.
 - c. Procure construction contractor through the competitive sealed proposal process for construction services.
 - d. Provide financial point of contact.
2. To address erosion of the beach ridge at the McFaddin National Wildlife Refuge, the Qualified Project Partner shall:
 - a. Confer with the GLO on the location and extent of the project area.
 - b. Confer and cooperate with the GLO on the selection of the professional service provider, scopes of work, and construction plan.
 - c. Cooperate with the GLO in procuring a construction contractor through the state bidding process.
 - d. Document local support. (Local associations and/or foundations, etc.)
 - e. Provide financial point of contact.
 - f. Reimburse GLO in accordance with the contract.

BUDGET
MCFADDIN NWR BEACH RIDGE RESTORATION PROJECT
CEPRA PROJECT NO. 1530

PROJECT COSTS

CONTRACTUAL	AMOUNT
Task 1. Repair/Rehabilitation Design and Construction	\$5,900,226.89
TOTAL PROJECT COST NOT TO EXCEED	\$11,567,807.46

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP):	
Jefferson County Cash	\$100,000.00
Jefferson County Cash (Co. CIAP '08)*	\$912,000.00
Jefferson County Cash (Co. CIAP '09)**	\$948,988.05
Jefferson County Cash (Co. CIAP '10)**	\$939,238.84
Jefferson County Cash (CDR)	\$430,101.25
QPP Total Contribution***	\$3,330,328.14
GLO:	
CEPRA Cash	\$1,000,000.00
CEPRA 1596 Surplus Funds Transferred to CEPRA 1530	\$605,326.76
GLO Total Contribution	\$1,605,326.76
Other:	
State '09 CIAP Cash****	\$2,000,000.00
State '09 CIAP Cash (Federal Amendment 3)	\$3,154,841.64
State '09 CIAP Cash (Federal Amendment 4)	\$1,477,310.92
Other Total Contribution	\$6,632,152.56
TOTAL PROJECT CONTRIBUTIONS	\$11,567,807.46

*County Coastal Impact Assistance Program (FY 2008), Award No. F12AF01207, awarded September 18, 2012 and amended on November 6, 2012 for time extension. Part of this award is/has been allocated to CEPRA Project No. 1516 under GLO Contract No. 11-239-000-4825.

**County Coastal Impact Assistance Program (FY 2009 and 2010), Funds added to Award No. F12AF01207 on December 20, 2012.

*** Please specify when using historically underutilized business as required by state law.

****State Coastal Impact Assistance Program, Award No. F12AF01312.



Certificate Of Completion

Envelope Id: 76B81E8B221D44A2930B028EE93C10F7

Status: Sent

Subject: Over 5.6M Increase:13-242-000-7440 Jefferson County McFaddin Beach Restoration A-3 (Texas GLO)

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Joseph Cardona

Supplemental Document Pages: 0

Initials: 9

Joseph Cardona

Certificate Pages: 4

Payments: 0

1860 Michael Faraday Dr. Suite 100

AutoNav: Enabled

Reston, VA 20190

EnvelopeD Stamping: Enabled

joseph.cardona@glo.texas.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 204.65.210.221

Record Tracking

Status: Original

Holder: Joseph Cardona

Location: DocuSign

3/27/2017

joseph.cardona@glo.texas.gov

Signer Events

Joseph Cardona

Signature

joseph.cardona@glo.texas.gov



Timestamp

Texas General Land Office

Sent: 3/27/2017

Security Level: Email, Account Authentication (None)

Viewed: 3/27/2017

Signed: 3/27/2017

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Andrew Hawkins

andrew.hawkins@glo.texas.gov

Legal Services

Texas General Land Office

Sent: 3/27/2017

Security Level: Email, Account Authentication (None)

Viewed: 3/27/2017

Signed: 3/27/2017

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Kelly Brooks

kelly.brooks@glo.texas.gov

Texas General Land Office

Sent: 3/27/2017

Security Level: Email, Account Authentication (None)

Viewed: 3/27/2017

Signed: 3/27/2017

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Kevin Frenzel

kevin.frenzel@glo.texas.gov

Texas General Land Office

Sent: 3/27/2017

Security Level: Email, Account Authentication (None)

Viewed: 3/27/2017

Signed: 3/27/2017

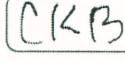
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ID:



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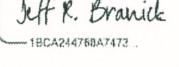


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Signed using mobile

Signer Events	Signature	Timestamp
Melissa Porter melissa.porter@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 	Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 204.65.210.238	
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None)	 	Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 204.65.210.3	
Greg Pollock greg.pollock@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 	Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 204.65.210.246	
Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 	Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 204.65.210.210	
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None)	 	Sent: 3/27/2017 Viewed: 3/29/2017 Signed: 3/29/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 204.65.210.249	
Jeff R. Branick jbranick@co.jefferson.tx.us County Judge, Jefferson County Security Level: Email, Account Authentication (None)	 1BCA24476BA7473 ...	Sent: 3/29/2017 Viewed: 3/30/2017 Signed: 3/30/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Using IP Address: 192.67.88.106	

Signer Events	Signature	Timestamp
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/30/2017
In Person Signer Events		
Editor Delivery Events		
Agent Delivery Events		
Intermediary Delivery Events		
Certified Delivery Events		
Carbon Copy Events		
Sonya Patterson sonya.patterson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017
Janette Gibreal janette.gibreal@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017
Diane Hill-Smith diane.hill-smith@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017
Cynthia Hudson cynthia.hudson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017

Carbon Copy Events	Status	Timestamp
Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017
Don Rao drao@co.jefferson.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/29/2017 Viewed: 3/29/2017
George P. Bush georgep@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Sandra Ortiz sandra.ortiz@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Debby French debby.french@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		
Envelope Summary Events	Status	Timestamps
Envelope Sent		3/30/2017
Payment Events	Status	Timestamps

IN RE ALL CASES FILED
IN THE CRIMINAL DISTRICT COURT
OF JEFFERSON COUNTY, TEXAS

LOCAL RULES GOVERNING
ELECTRONIC FILING IN CRIMINAL CASES FOR THE
CRIMINAL DISTRICT COURT OF JEFFERSON COUNTY,
TEXAS

IT IS ORDERED THAT:

Scope:

1. All cases filed in the Criminal District Court of Jefferson County, Texas shall be, and they are designated E-File cases in accordance with the Texas Supreme Court Order of October 1, 2015 under Misc. Docket No. 15-9205 beginning on **April 17, 2017** for all cases EXCEPT cases where defendant is pro se, which shall not be designated E-File cases.

- 1.1 All documents will be filed through EfileTexas.gov.

Documents to be Filed:

2. All filings by the parties shall be electronically filed with the following exceptions:
 - a) charging instruments;
 - b) documents filed under seal or presented to the court in camera; and
 - c) documents to which access is otherwise restricted by these rules, law or court order.
- 2.1 *Discovery:* only the certificates of discovery need be electronically filed, which consist of the serving of discovery requests and the serving of responses. Neither the requests nor the answers or production of documents shall be electronically filed.
- 2.2 *Medical and Mental Health Records:* If medical or mental health records have been subpoenaed or obtained with an affidavit or authorization for use at a hearing or trial of a matter, such records shall not be filed electronically. A party wishing to use such records need only file a Notice of Intent to Use Medical/Mental Health Records along with the business record affidavit. Medical and Mental Health records are not to be electronically filed with the clerk.

Documents containing Signatures:

3. A document that is electronically served, filed, or issued by a court or clerk is considered signed if the document includes:
 - a) a "%s/" and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or
 - b) an electronic image or scanned image of the signature.
- 3.1 If a paper document must be notarized, sworn to, or made under oath, the filer may electronically file the paper document as a scanned image containing the necessary signature(s).
- 3.2 If a paper document requires the signature of an opposing party, the filer may electronically file the paper document as a scanned image containing the opposing party's signature.
- 3.3 These rules do not affect court reporters, exhibits filed in a hearing or trial, or *in camera* documents filed directly with the judge.

Format:

4. An electronically filed document must:
 - a) be in text-searchable portable document (PDF);
 - b) be directly converted to PDF rather than scanned, if possible;
 - c) not be locked;
 - d) otherwise comply with the Technology Standards set by the Judicial Committee on Information Technology and approved by the Supreme Court and the Court of Criminal Appeals; and
 - e) contain the email address of the person electronically filing a document.

Timely Filing:

5. A document is considered timely filed if it is electronically filed at any time before midnight (in the court's time zone) on the day of the filing deadline. An electronically filed document is deemed filed when transmitted to the filing party's electronic filing service provider, except if the document is transmitted on a Saturday, Sunday or legal holiday, it is deemed filed on the next day that is not a Saturday, Sunday or legal holiday.
- 5.1 If a document is untimely filed due to a technical failure or system outage, the filing party may seek appropriate relief from the court as soon as reasonably possible.
- 5.2 Non-conforming documents may be refused by the clerk's office if they fail to conform to these rules. The clerk *may* identify the error to be corrected and state a deadline for the party to resubmit the document in a conforming format.

Service of Documents:

6. Every notice, pleading, plea, motion or other form of request required to be served, except as otherwise expressly provided by these rules, may be served by delivering a copy of the party to be served, or the party's duly authorized agent or attorney of record.
- 6.1 The party or attorney of record shall certify to the court compliance with the rule in writing above the signature on the filed instrument. A certificate by a party or an attorney of record, or the return of the officer, or the affidavit of any other person showing service of a notice shall be *prima facie* evidence of the fact of service. Nothing herein shall preclude any party from offering proof that the document, notice, or instrument was not received, and upon so finding the court may extend the time for taking the action required of such party or grant such other relief as it deems just.

Sensitive Data Prohibited:

7. An electronic or paper document containing sensitive data may not be filed with a court unless the sensitive data is redacted. Documents containing sensitive data may be filed with a court when the data's inclusion is specifically required by a statute, court rule, or administrative regulation. Sensitive data must be redacted by using the letter "X" in place of each omitted digit or character or by removing the sensitive data in a manner indicating that the data has been redacted. The filing party must retain an unredacted version of the filed document during pendency of the case and any related appellate proceedings filed within three years of the date the judgment is signed.
- 7.1 If an electronic or paper document must contain sensitive data, the filing party must state on the upper left-hand side of the first page in the following form, "NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA." This notice is not required if the only sensitive data contained in the document is exempt from redaction under Texas Rules of Appellate Procedure 9.10.

Obligation of Registered E-File Users:

8. Parties or attorneys who register to use the electronic filing system shall notify the e-filing system and clerk within 10 days of any change in firm name, delivery address, fax number or email address.



HONORABLE JOHN STEVENS

Permit No. 05-4-17Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
 PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
 JEFFERSON COUNTY RIGHT-OF-WAY
 (2003 REVISION)

Date 3/8/17

HONORABLE COMMISSIONERS' COURT
 JEFFERSON COUNTY
 BEAUMONT, TEXAS 77701

Gentlemen:

Entergy (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of tiber optics, location of which is fully described as follows:

see attached drawings

12 pages of drawings attached.

Construction will begin on or after April 10, 20 17.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court, and all subsequent revisions thereof to date.

Company Entergy

By Jerry Fellows

Title IT Manager

Address 9585 Pecue Lane

Baton Rouge, LA 70810

Telephone (225) 936-2783

Fax No.

email: Jfellow@entergy.com
bmoreau@medialinktelecom.com



FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

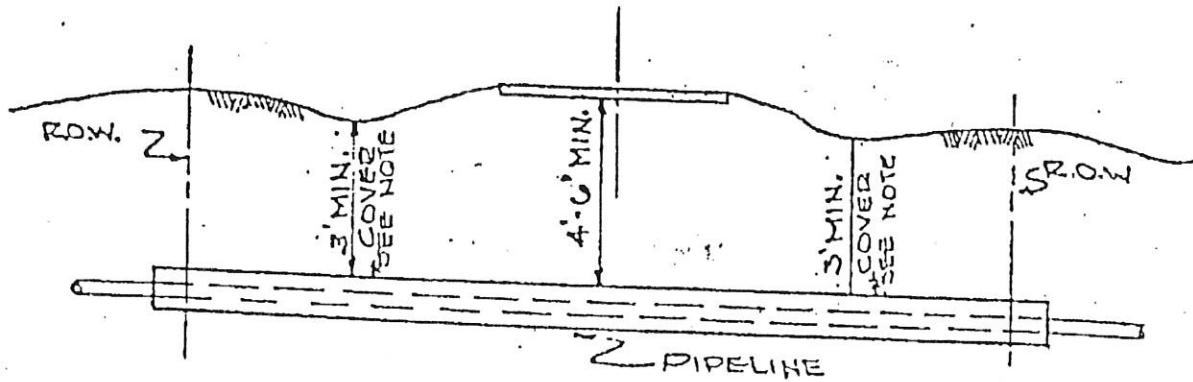
<u>1</u> road crossing @ \$100.00	\$ <u>100</u>	N/A
<u> </u> miles parallel @ \$150.00/mile or fraction <u>1.2</u>	\$ <u>180</u>	N/A
TOTAL	\$ <u>280</u>	N/A

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

~~Performance Bond~~

$$\begin{aligned} \$50,000 \times 1.2 &= 60,000 \\ \$5,000 \times 1 &= 5,000 \\ \hline & 65,000 \end{aligned}$$

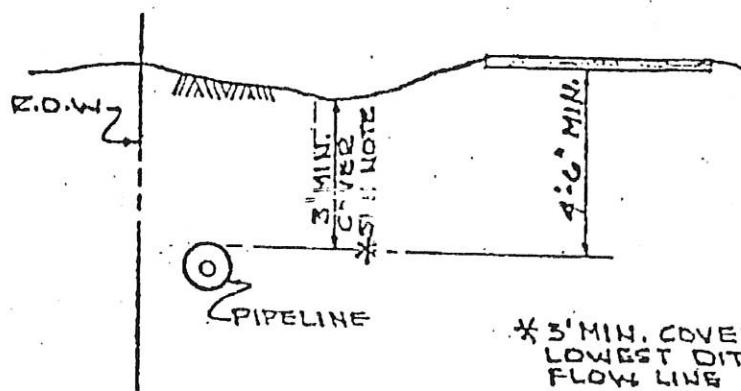
Per: ENTERGY AGREEMENT LETTER ATTACHED.



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
10' OUTSIDE ROW EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE <i>orwenn</i>

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Marshall M. Rao
Director of Engineering

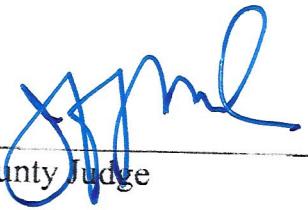
04/03/17
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By


County Judge



Entergy
9585 Pecue Lane
Baton Rouge, LA 70810
www.entropy.com

Ernest Clement Jr.
Engineering Specialist
Jefferson County, Tx.
(409) 835-8584 Office
(409) 782-8163 Cell
eclement@co.jefferson.tx.us

Subject: Entergy Spurlock Sub to Central Sub Project-Nederland, TX

Dear Mr. Clement,

In lieu of the required permit fee and performance bond, Entergy agrees to repair or replace any damages to public rights-of-way caused in connection with construction of the above-referenced project to as good or better condition as before the occurrence of such damages. Entergy intends to subcontract construction to Foster Cable Services, which is fully insured and licensed. Entergy will provide an inspector during construction to ensure the project is built in all material respects per the permitted drawings and specifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Fellows".

Jerry Fellows
Telecommunications Manager
Entergy
9585 Pecue Lane
Baton Rouge, LA 70810
225-754-6011
jfellow@entropy.com

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
DIAL 811



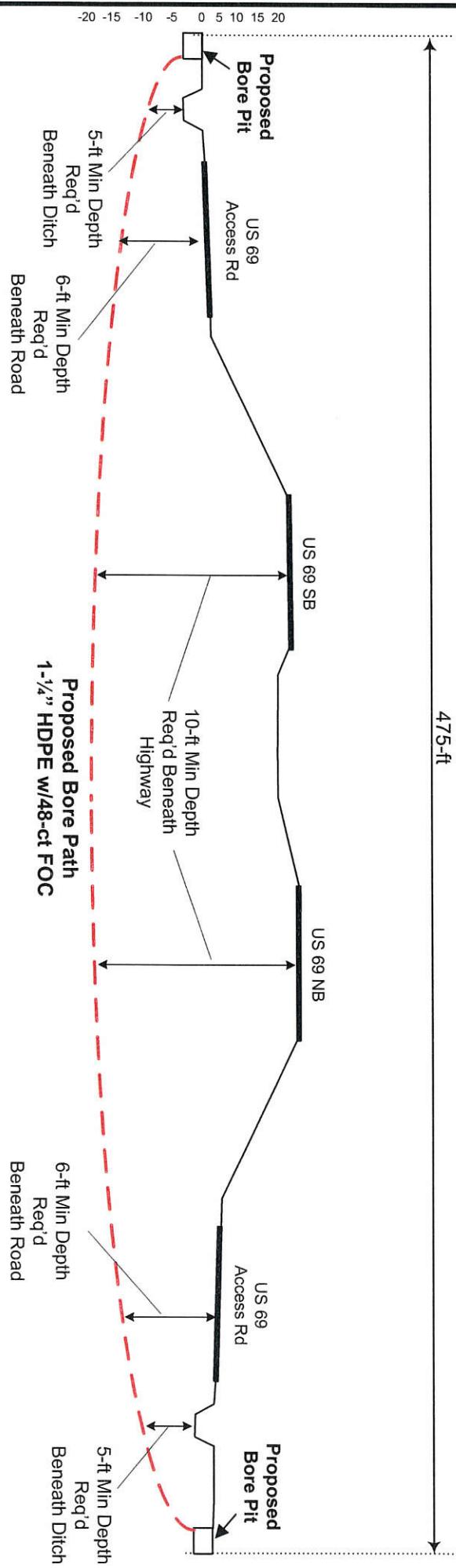
Entergy Proposed Fiber Route
 Spurlock Sub to Central Sub
 Nederland, TX
 Overview Sheet



Final Construction Drawings

Prepared:3/6/2017

By: BAM



ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
DIAL 811

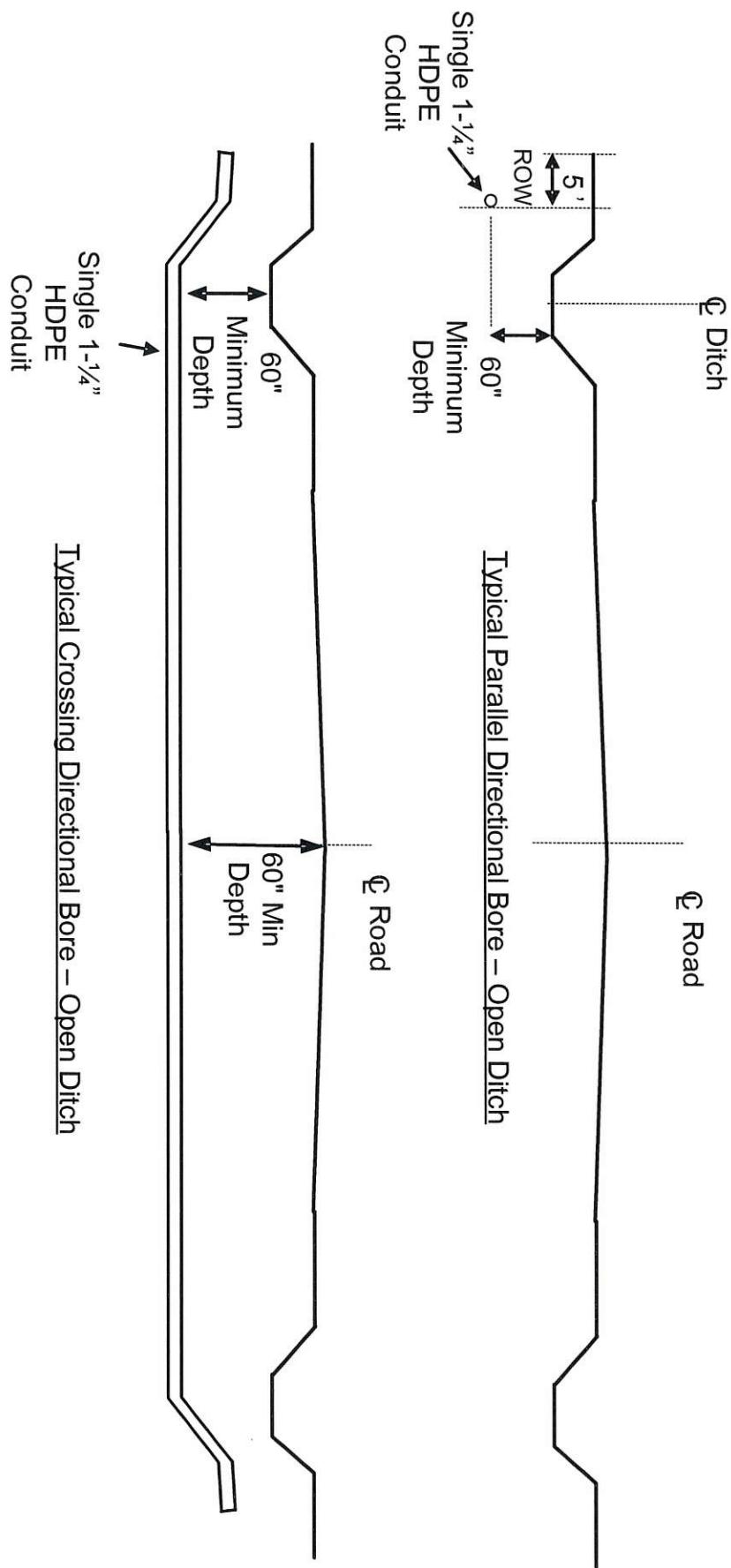
Entergy Proposed Fiber Route
 Spurlock Sub to Central Sub
 Nederland, TX
 US 69 Bore Profile



Final Construction Drawings

Legend

- Proposed Route
- Proposed Handhole
- Proposed Marker Post



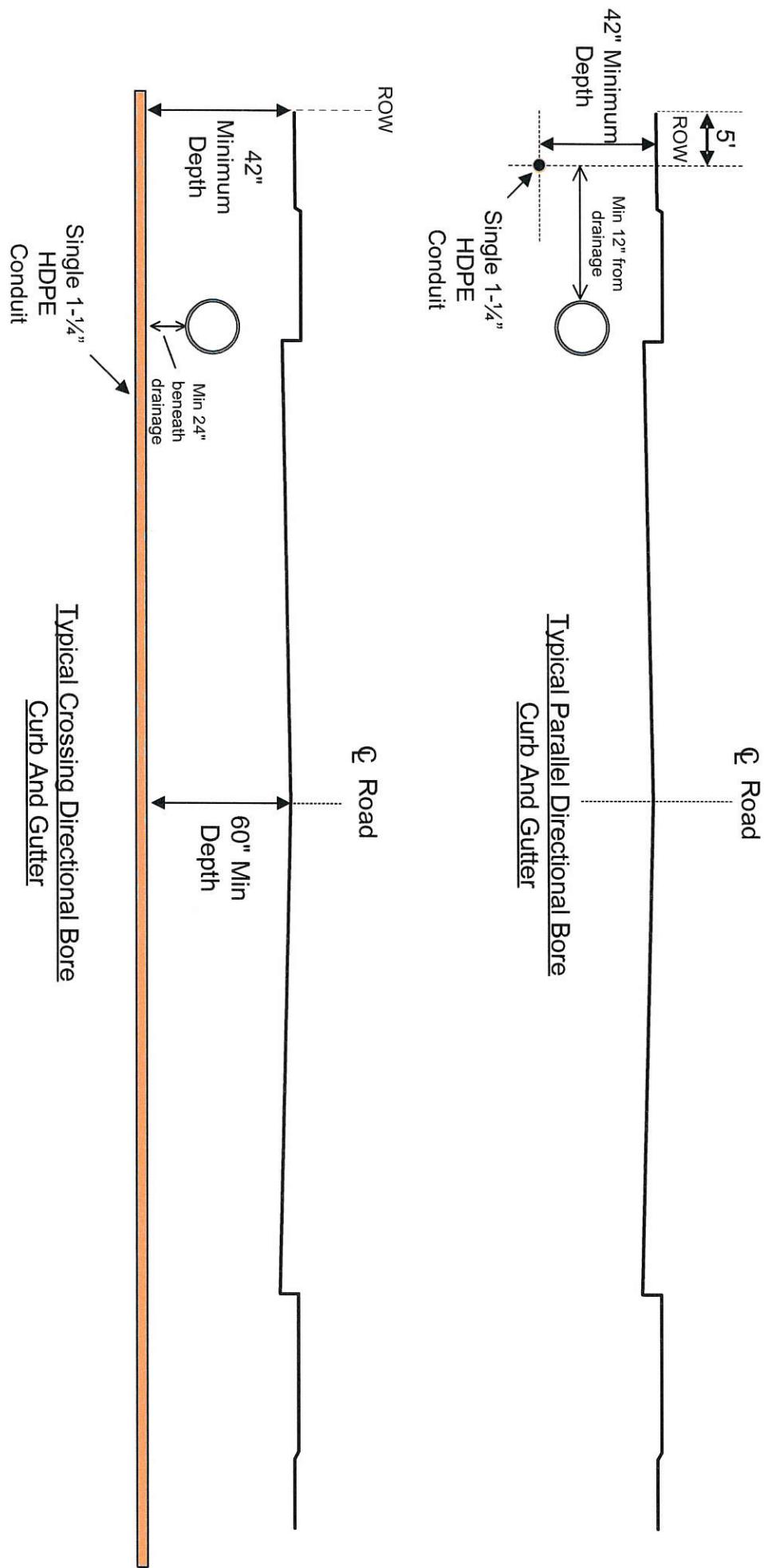
Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX
Typical-Open Ditch



Final Construction Drawings

Prepared:3/6/2017

By: BAM

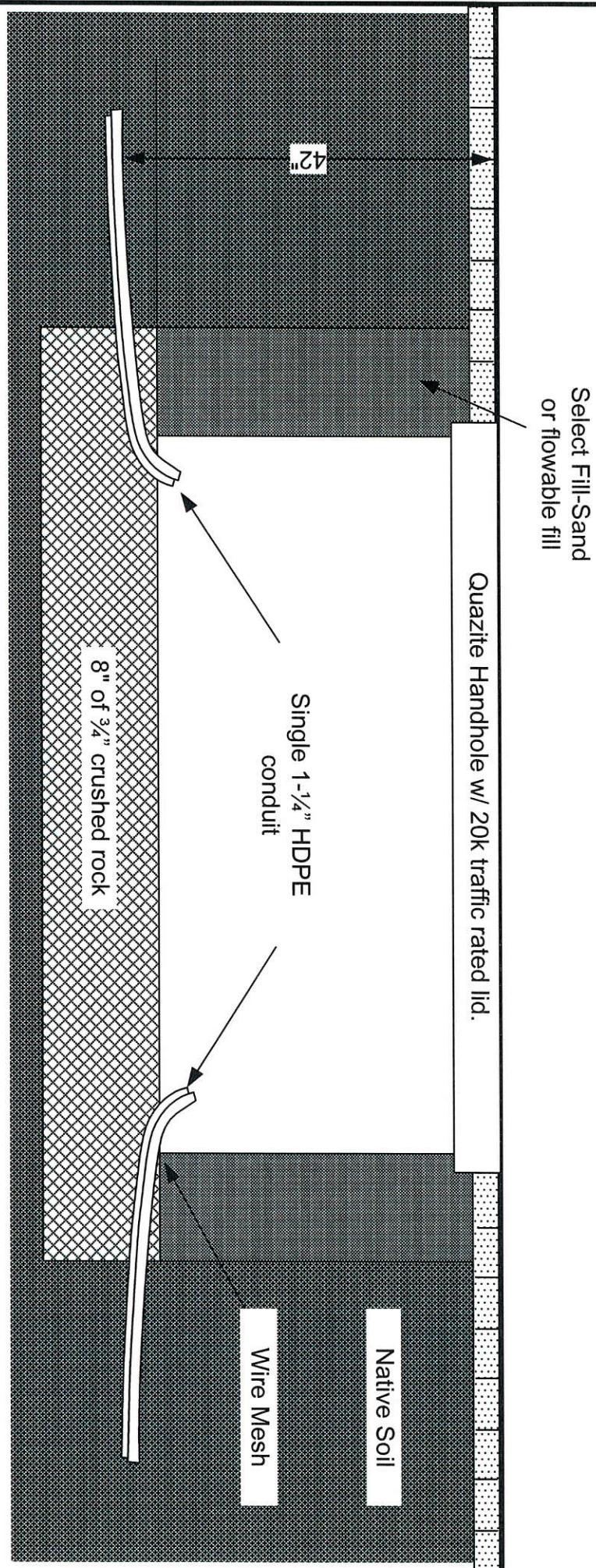


Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX
Typical-Curb and Gutter



Final Construction Drawings
Prepared 3/6/2017

By: BAM



1. Place 8" of $\frac{3}{4}$ " crushed rock or 3/8" pea gravel in the bottom of the excavation.
2. Wire mesh (2 squares /in) shall be placed over the rock.
3. Handhole will be set to match existing sidewalk/turf grade and parallel with the curb, street.
4. Select fill to be clean sand as required by TXDoT specifications.
5. Fill should be compacted in 6" lifts as per specifications.

Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX
Handhole Detail



Prepared:3/6/2017

Final Construction Drawings

By: BAM

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
DIAL 811

WARNING!!!
 Natural Gas
 Pipeline
 Crossing(s) in
 this Area.

Place Marker Post Sta 32+60

End Bore
 Lat 29.972881°
 Long -94.023446°

Contractor to
 verify ROW prior
 to starting build

Bore path
 min 5-ft
 from edge
 of concrete

Begin Bore
 Lat 29.972035°
 Long -94.024525°

Hwy bore 475 ft

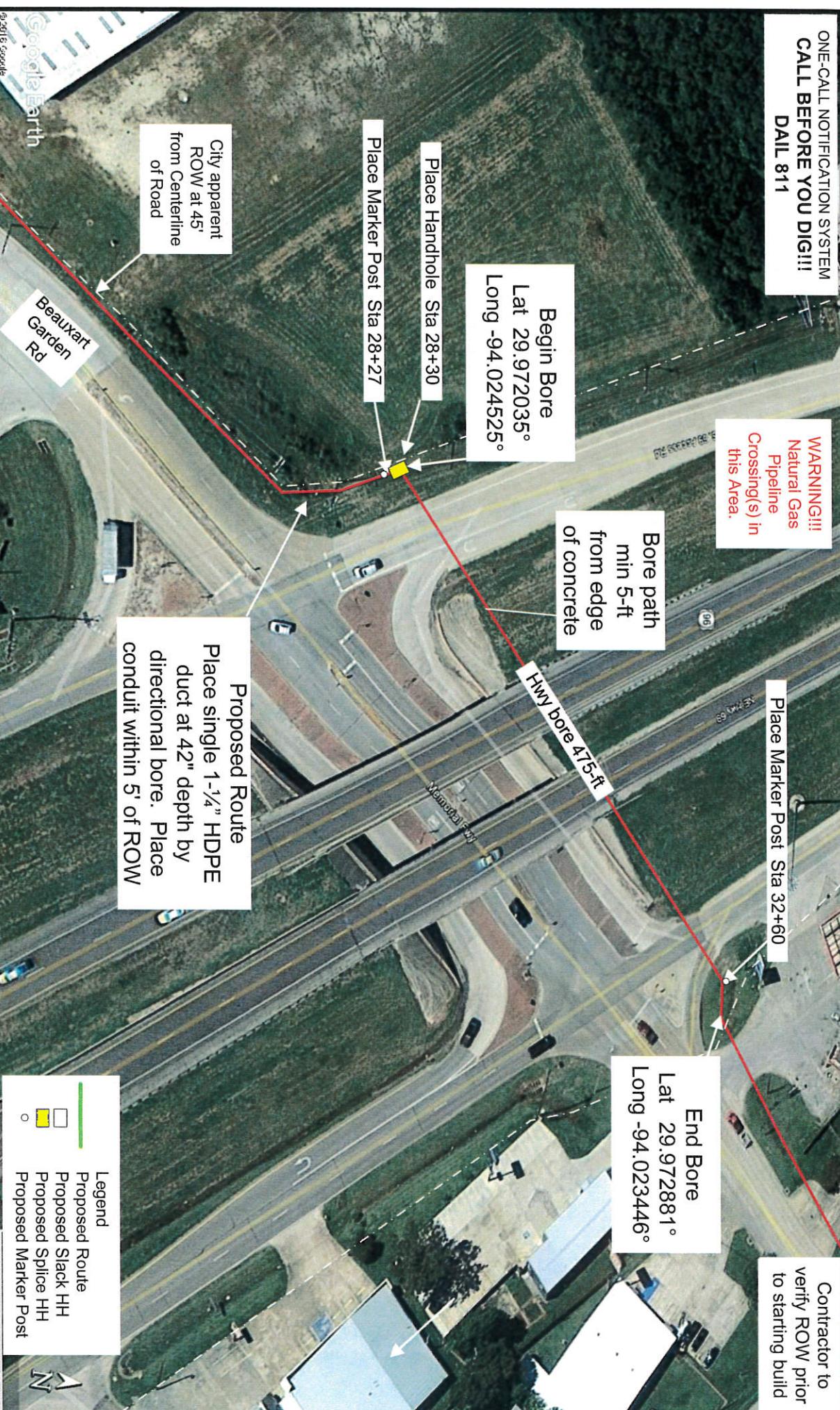
Place Marker Post Sta 28+27

Place Handhole Sta 28+30

City apparent
 ROW at 45'
 from Centerline
 of Road

Proposed Route
 Place single 1-1/4" HDPE
 duct at 42" depth by
 directional bore. Place
 conduit within 5' of ROW

Legend
 Proposed Route
 Proposed Slack HH
 Proposed Splice HH
 Proposed Marker Post



Entergy Proposed Fiber Route
 Spurlock Sub to Central Sub
 Nederland, TX

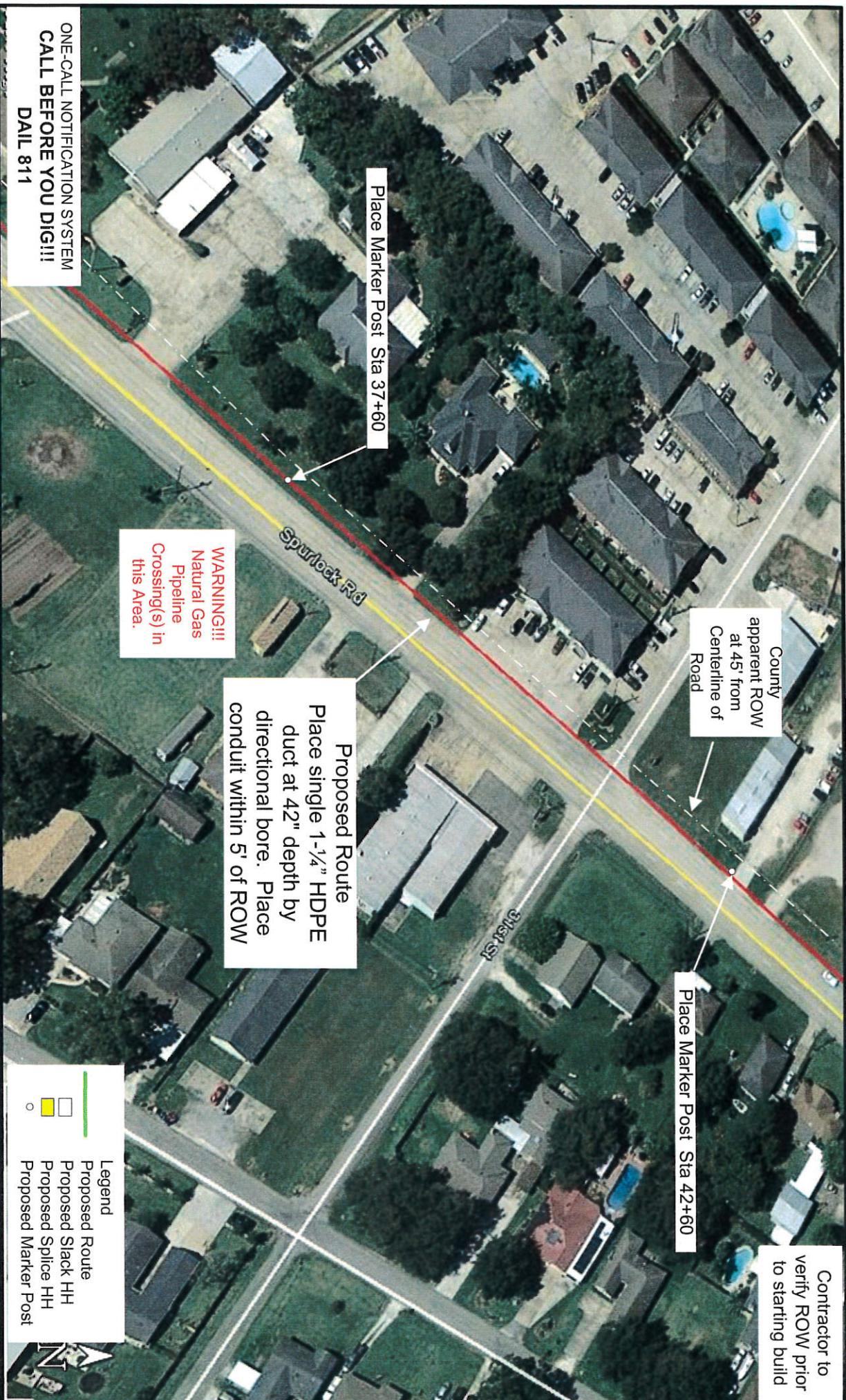
Sheet 4

 **Entergy.**

Final Construction Drawings

Prepared:3/6/2017

By: BAM



Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX

Sheet 5

 **Entergy.**

Prepared:3/6/2017

By: BAM



Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX

Sheet 6



Final Construction Drawings

Prepared:3/6/2017

By: BAM



Entergy Proposed Fiber Route

Spurlock Sub to Central Sub

Nederland, TX

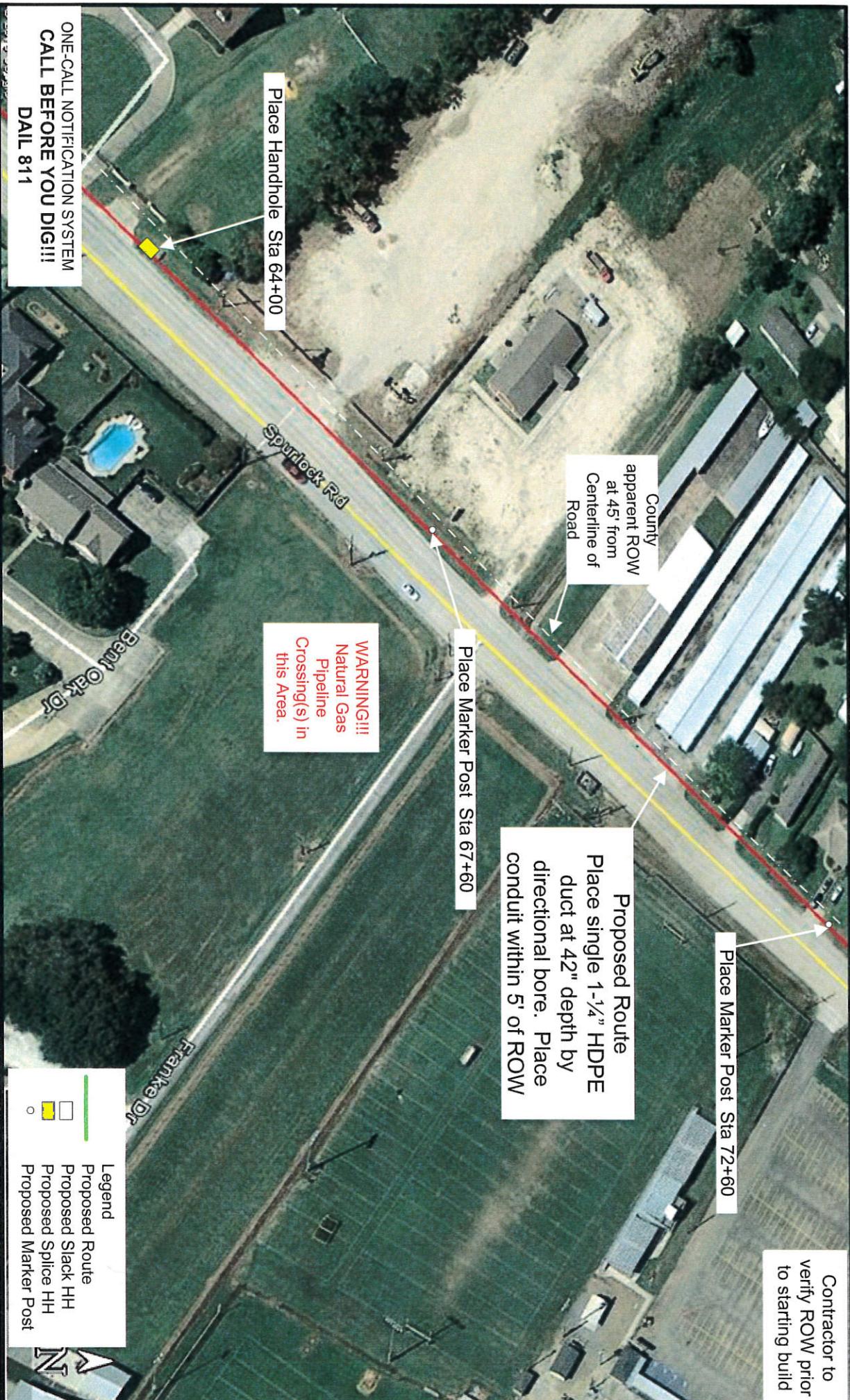
Sheet 7


Entergy.

Final Construction Drawings

Prepared:3/6/2017

By: BAM



Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX

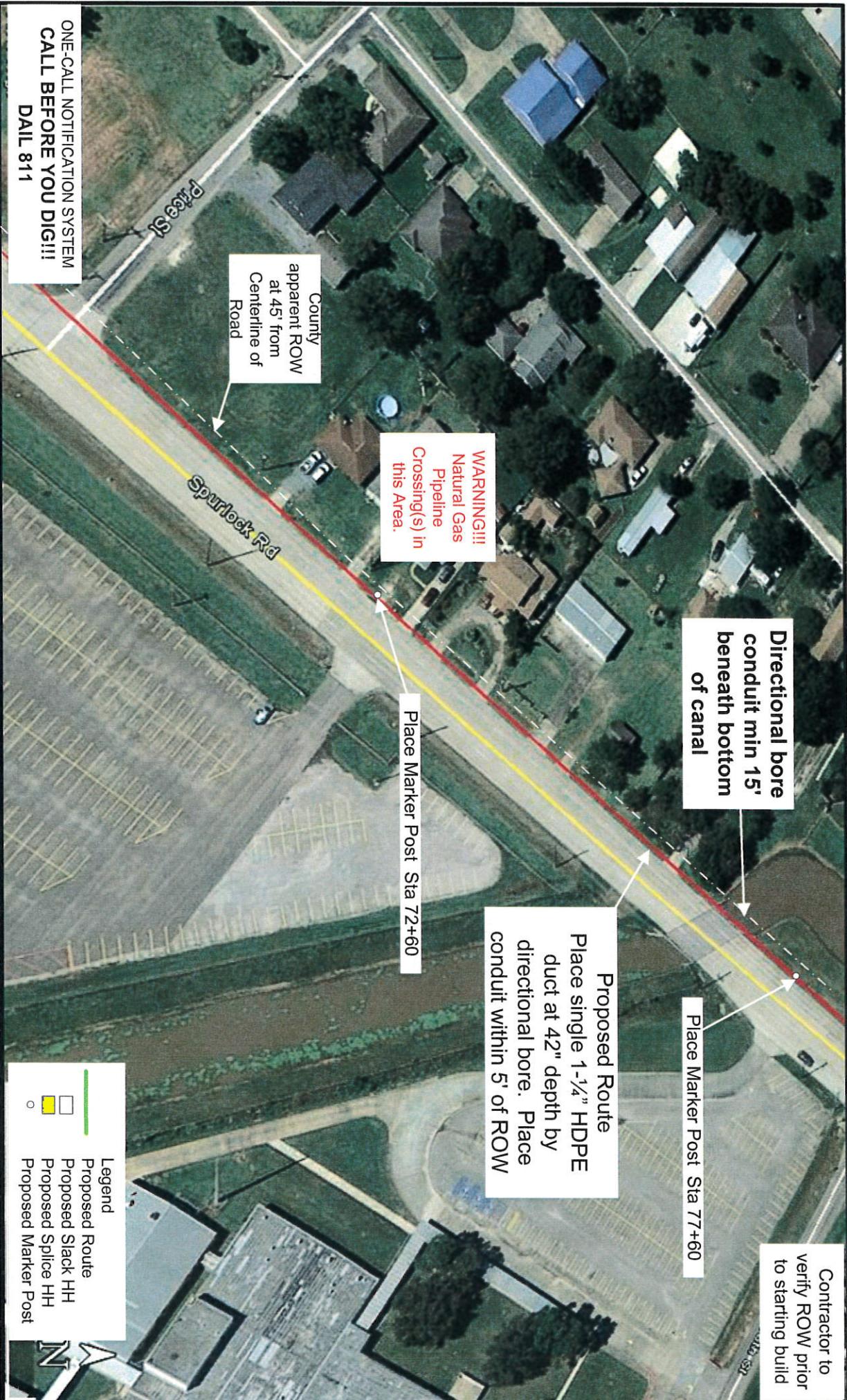
Sheet 8

 Entergy

Final Construction Drawings

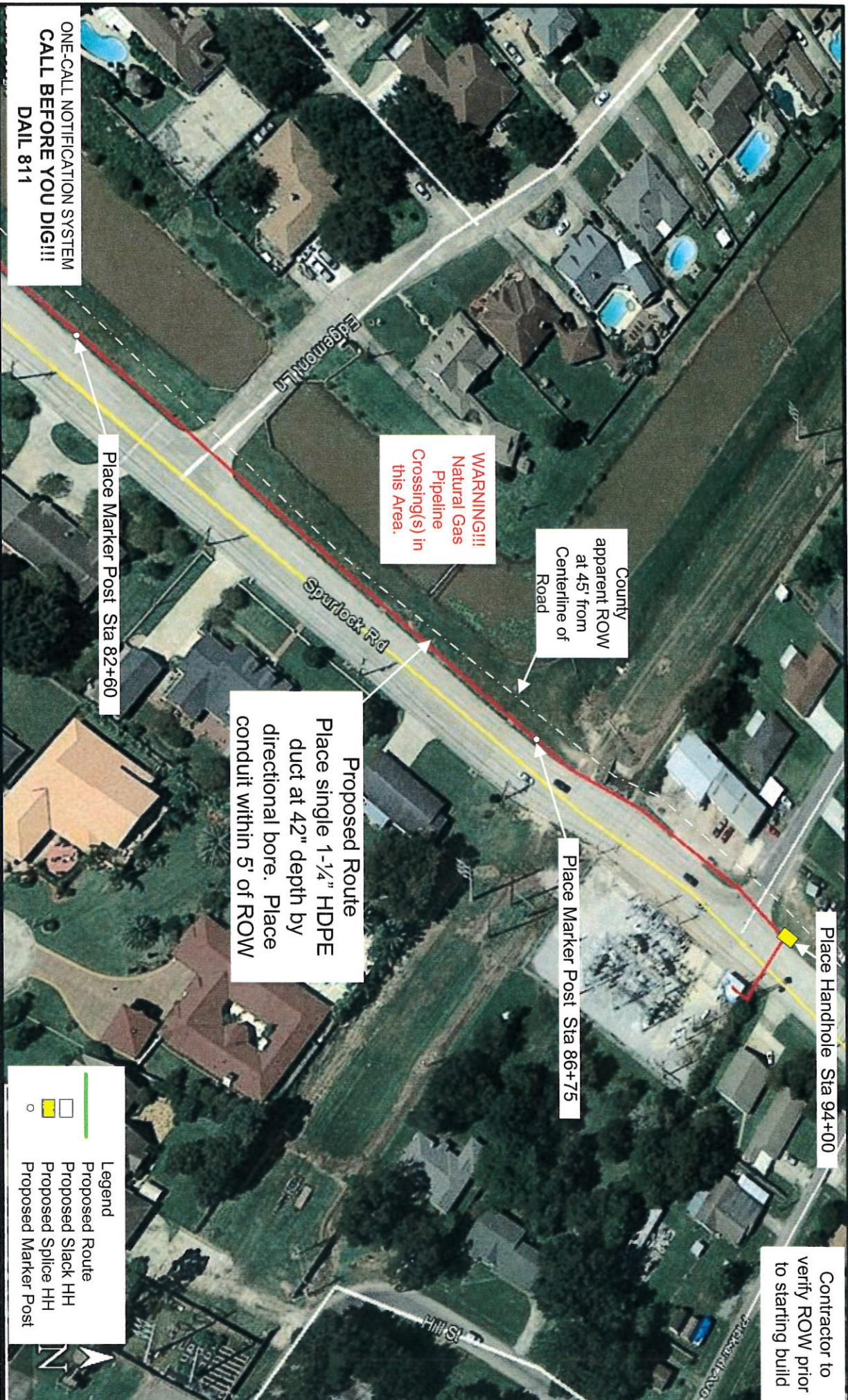
Prepared: 3/6/2017

By: BAM



Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX
Sheet 9





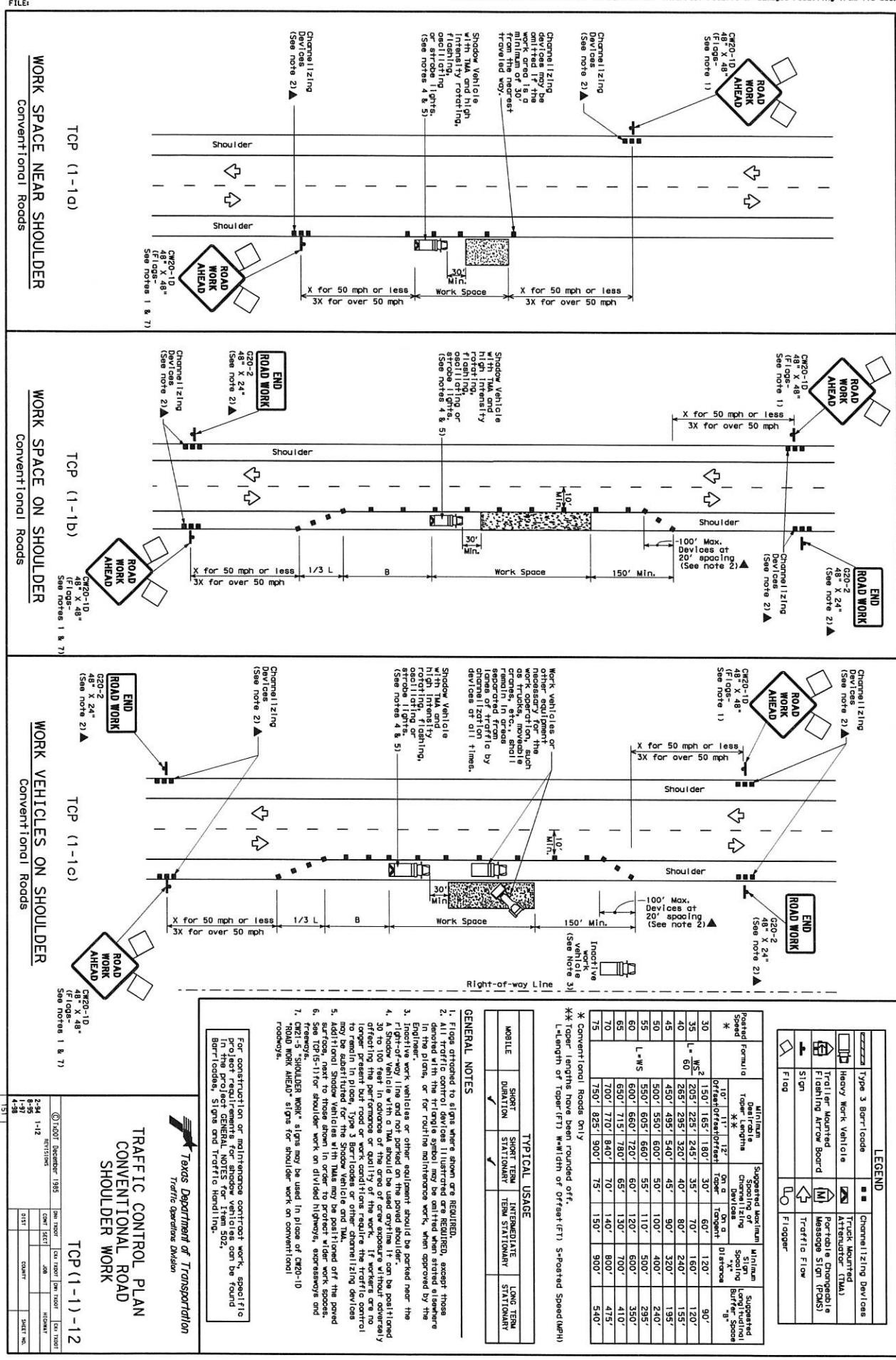
Entergy Proposed Fiber Route
Spurlock Sub to Central Sub
Nederland, TX
Sheet 10

 Entergy.

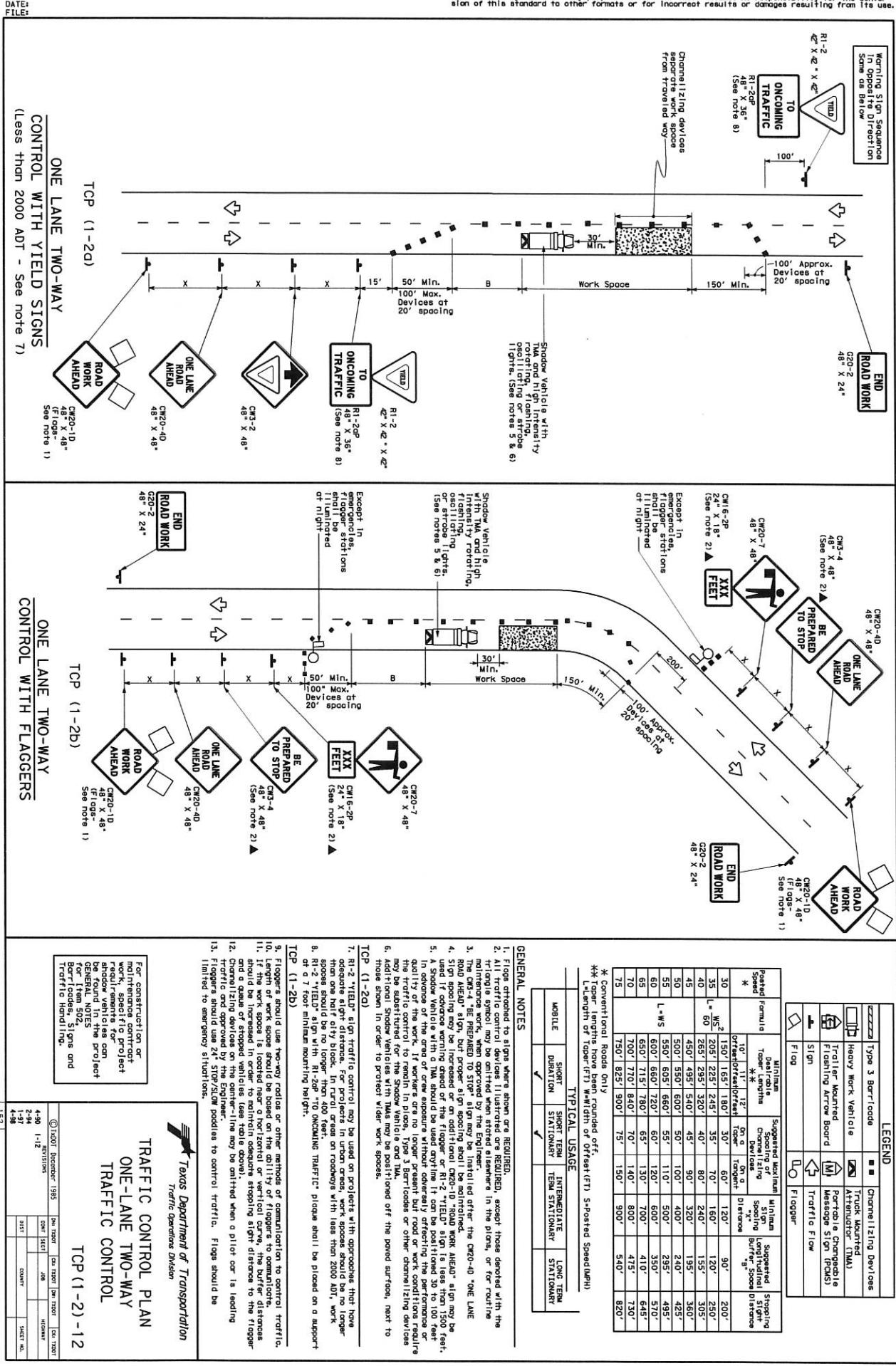
Prepared:3/6/2017

By: BAM

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DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Friday, March 24, 2017 1:52 PM
To: 'Commissioner Alfred'
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Jody Jannise'; 'Mike Trahan'; 'Mark Redwine'; 'Kenneth Minkins'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us]
(sstafford@co.jefferson.tx.us)
Subject: Replat of Stiles Addition Lot 1A, Lot 1B, Lot2A, Lot 2B
Attachments: Replat Stiles Add. Bmt ETJ Pct 4.pdf

Commissioner Alfred ,

Attached is a PDF of a Replat of Stiles Addition Lot 1A, Lot 1B, Lot2A, Lot 2B, located off of Labelle Road in Precinct #4. This plat is within the Beaumont ETJ and has met with city approval as well as that of Engineering.

I will be placing this plat on the Agenda for Monday, April 3, 2017.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

being all of Lot 1 (5.000 Acres) & Lot 2 (9.590 Acres) described in
County Clerk File No. 2006021626, O.P.R.C.T.
SHELBY CORZINE SURVEY
ABSTRACT NO. 14
Jefferson County, Texas

Out of the

Subdivision

of

the

Subdivision

of

the

Subdivision

of

the

Subdivision

of

the

Subdivision

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Special, April 03, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 03, 2017